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
MAY 5, 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. CITY HIGHLIGHTS

A. City Events:

- 9th Annual Matices, Friday and Saturday, May 08-09, 2026 at Edinburg Arts Culture and Events (ACE) Center, 315 W. McIntyre St.
- Mommy and Me, Saturday, May 09, 2026 at 9:00 a.m. at Edinburg World Birding Center, 714 S. Raul Longoria Rd.
- Joint Hurricane Preparedness Press Conference, Tuesday, May 12, 2026 at 10:00 a.m. at City Hall City Council Chambers, 415 W. University Dr.
- Military Enlistment Recognition Ceremony, Wednesday, May 13, 2026 at 6:00 p.m. at Edinburg Arts, Culture and Events (ACE) Center, 315 W. McIntyre St.

5. MAYOR'S REPORT

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the Vaquero Winds as the 2026 Texas Color Guard Circuit (TCGC) State Champions. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing May 3–9, 2026 as National Correctional Officers Week as Requested by the Edinburg Police Department. [Jaime Ayala, Chief of Police]

C. Presentation of Proclamation Recognizing May 3–9, 2026 as National Small Business Week in the

City of Edinburg as Requested by the Edinburg Chamber of Commerce. [Clarice Y. Balderas, City Secretary]

D. Presentation of Proclamation Recognizing May 04-08, 2026 as Economic Development Week as Requested by the Edinburg Economic Development Corporation. [Clarice Y. Balderas, City Secretary]

7. PUBLIC COMMENTS

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

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

8. AWARDING OF BIDS

A. Consider Awarding RFP No. 2026-008, FM 2812 and Jasman Rd. Traffic Signal to The Levy Company Inc. for an Amount Not to Exceed $283,279.35 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

B. Consider Rejecting RFP No. 2026-012, Development Impact Fee Nexus Study for the City of Edinburg. [Tomas D. Reyna, Assistant City Manager]

9. 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 Purchase and Installation of a Lynx Smart Satellite Irrigation System from Professional Turf Products, L.P., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 706-23 in the Amount Not to Exceed $174,484.68. [Jesus R. Saenz, Assistant City Manager]

B. Consider Authorizing the Expenditure for the Repair of Unit 1142, A25G Articulated Hauler by Romco Equipment Co., in the Amount of $36,912.77. [Ramiro L. Gomez, Director Solid Waste Management]

C. Consider Authorizing the Expenditure for the Repairs of Unit 1157, 826H Compactor by Holt Caterpillar of Edinburg, Texas in the Amount of $38,122.88. [Ramiro L. Gomez, Director Solid Waste Management]

D. Consider Authorizing the Expenditure for the Repair of Unit 1144, 410E Articulated Dump Truck by Doggett Heavy Machinery Services, LLC, in the Amount of $65,608.90. [Ramiro L. Gomez, Director Solid Waste Management]

E. Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $373,205.00 for FY 2026 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter

Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

F. Consider Authorizing the City Manager to Enter Into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Halff Associates, Inc. for Engineering Services and Right-Of-Way Acquisition Services to Increase the Agreement Amount by $57,300.00 for the Sugar Road Right-Of-Way Project and Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

G. Consider Awarding RFP No. 2026-009, Fountain Center Roof Rehabilitation Project, to SLR Building Contractors, LLC for an Amount Not to Exceed $99,785.00 Funded through the FY 2025-2026 Community Development Block Grant Program, Grant No. B-TX-25-MC-48-0503 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

H. Consider Approving the Quarterly Investment Report for the Period Ending March 31, 2026, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

I. Consider Approving the City Council Minutes for the Following: 2025 Regular Meeting: December 02, 2025; 2025 Special Meetings: December 22, 2025 and December 22, 2025 (Canvassing Meeting); and 2026 Regular Meetings: January 06, 2026, January 20, 2026, March 05, 2026, and March 17, 2026. [Clarice Y. Balderas, City Secretary]

J. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with JAR Development, LP to Provide Water Service to Gratitude Groves Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., Director of Utilities]

10. OTHER BUSINESS

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

11. EXECUTIVE SESSION

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

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

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

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

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

OPEN SESSION

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

12. 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 April 29, 2026 at 8:30 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: May 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.A.
Proclamation Vaquero Winds

1. **Agenda Item:**
Presentation of Proclamation Recognizing the Vaquero Winds as the 2026 Texas Color Guard Circuit (TCGC) State Champions. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The Vaquero Winds, is a nonprofit indoor marching ensemble made up of dedicated high school and college students who come together to create music and visual art at a highly competitive level representing the City of Edinburg yearly.

The Vaquero Winds has recently achieved significant accomplishments on both the state and world stage. They earned 1st place at the TCGC State Competition, making them State Champions, and they placed 2nd at the Winter Guard International (WGI) World Championships, one of the most prestigious competitions in the activity.

The Edinburg City Council would like to recognize the achievements of the Vaquero Winds.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the Vaquero Winds as the 2026 Texas Color Guard Circuit (TCGC) State Champions.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Vaquero Winds

PROCLAMATION



VAQUERO WINDS

WHEREAS, established in 2018 by Chad Dempsey and Dr. Saul Torres, Vaquero Winds is an independent 501(c)(3) nonprofit based in the Rio Grande Valley that serves as a beacon of success for low-income Hispanic students, providing transformative opportunities in the marching arts while showcasing exceptional talent and cultural pride; and,

WHEREAS, through visionary leadership, Vaquero Winds has achieved unprecedented success, earning consecutive state championships from 2022 through 2026 and securing national recognition as an elite World Class competitor at the WGI World Championships; and,

WHEREAS, these achievements reflect a deeply rooted culture of excellence, defined by disciplined collaboration, unwavering professionalism, and an enduring commitment to the highest standards of musical and visual artistry; and,

WHEREAS, the Vaquero Winds is a seven-time WGI Regional Champion and has held the TCGC State Championship title since 2020, while earning the Gold Medal at the WGI World Championships in 2022, the Silver Medal in 2023, the Bronze Medal in 2024, the Silver Medal in 2025, and the Silver Medal in 2026; and,

WHEREAS, the 2026 Vaquero Winds program is comprised of 66 members and is led by Head Winds Director Dr. Saul Torres and Assistant Director Jordy Arevalo, supported by a distinguished design team including Wesley Pendergrass, Beth Fabrizio, Tim Mitchell, and Ben Lee; educational staff including Oscar Ortiz, Brandon Salinas, Angel Aldana, Matilda Alonzo, Luis Viveros, Margarito Torres, Omar Avila, Victor Casas, Victor Cruz, and Isaiah Murillo; and administrative leaders Ruben Vasquez, Melynda Vasquez, and Christie Rodriguez, whose dedication serves as the backbone of the organization; and,

WHEREAS, at the center of this collective effort stands Chad Dempsey, whose leadership and vision embody the spirit of Vaquero Winds.

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

VAQUERO WINDS

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 5th day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.B.
Proclamation: National Correctional Officers Week

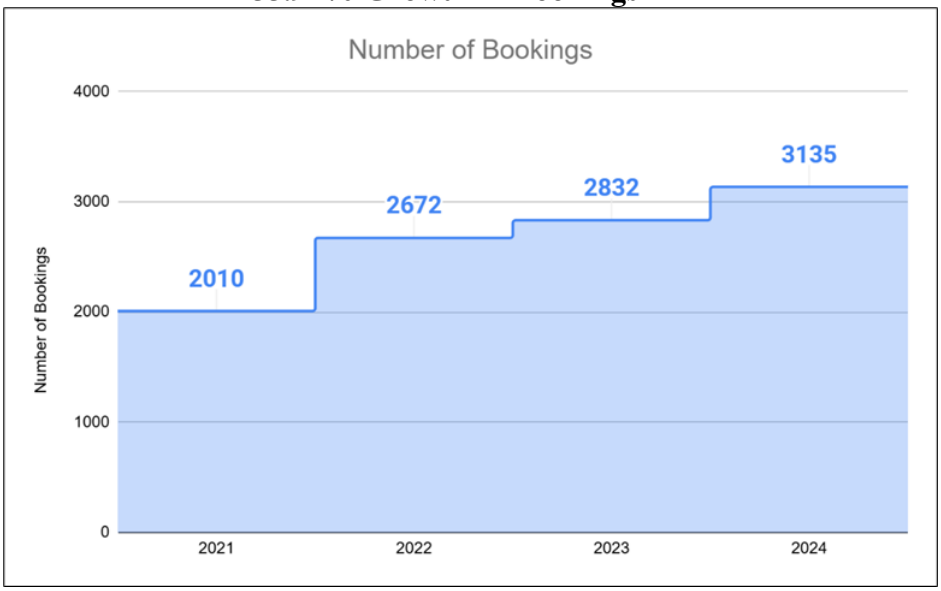
1. **Agenda Item:**
Presentation of Proclamation Recognizing May 3–9, 2026 as National Correctional Officers Week as Requested by the Edinburg Police Department. [Jaime Ayala, Chief of Police]

2. **Description:**

President Ronald Reagan first proclaimed National Correctional Officers Week on May 5, 1984, when he signed Proclamation 5187, creating "National Correctional Officers Week," to recognize the men and women working in jails, prisons, and community corrections nationwide. This proclamation recognizes the significant contributions and accomplishments of the dedicated men and women representing the City of Edinburg Police Department.

The Edinburg Police Department Detention Specialists are skilled and professional individuals who operate 24 hours a day, 365 days a year, ensuring the safe, secure, and humane housing of inmates within the city. They perform their duties effectively, often in challenging circumstances involving violent, mentally ill, and dangerous individuals. The team consists of 10 Detention Specialists and one Detention Supervisor. As the Edinburg Police Department works diligently to ensure the safety of the city and its residents, the Division has experienced a significant increase in its workload. Over the past five years, there has been a 55.97% rise in bookings. The Edinburg Police Department Detention Division operates as a 48-hour holding facility, where our jailers facilitate the booking process by ensuring that all necessary paperwork is prepared in a timely manner for arraignment by the City's Municipal Court Judge. This proclamation recognizes their hard work and commitment to safeguarding our community.

55.97% Growth in Bookings



3. **Staff's Recommendation:**

Present Proclamation Recognizing May 3–9, 2026 as National Correctional Officers Week as Requested by the Edinburg Police Department.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:

A. National Correctional Officers Week 2026

PROCLAMATION



NATIONAL CORRECTIONAL OFFICERS WEEK
MAY 3-9, 2026

WHEREAS, President Ronald Reagan signed proclamation 5187 on May 5th, 1984, to observe the first week in May as "National Correctional Officers Week" in order to recognize and honor the contributions correctional officers provide to our Nation; and,

WHEREAS, In 1986, the U.S. Senate officially established the first full week of May as National Correctional Officers and Employees Week**.** Most recently, the U.S. Department of Justice and the Federal Bureau of Prisons recognized the week of May 3–9, 2026, to honor these professionals; and,

WHEREAS, National Correctional Officers and Employees Week honors the work of correctional officers and correctional personnel for their service with honor, respect and integrity; and raises awareness of the duties, hazards and sacrifices made by correctional workers; and,

WHEREAS, the Edinburg Police Department honors the employees of the Detention Division for their essential role in ensuring the safety, security, and humane treatment of individuals in their custody; and,

WHEREAS, The Edinburg Police Department's Jail Division is comprised of ten Detention Specialists and one Detention Supervisor, all of whom are skilled and professional individuals. Over the past four years, the division has experienced a 55.97% increase in bookings. The responsibilities of correctional officers are diverse and demand the ability to work effectively in a setting that includes a wide range of individuals; and,

WHEREAS, this proclamation recognizes their hard work and commitment to safeguarding our community.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize May 3-9, 2026 as

NATIONAL CORRECTIONAL OFFICERS WEEK

in the City of Edinburg and encourage everyone to join in this special observance.

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 5th day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.C.
Proclamation: National Small Business Week

1. **Agenda Item:**
   Presentation of Proclamation Recognizing May 3–9, 2026 as National Small Business Week in the City of Edinburg as Requested by the Edinburg Chamber of Commerce. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Small businesses represent the backbone of our nation's economy, with over 36 million small businesses in the United States employing nearly half of the private-sector workforce, many of whom are located right here in Edinburg.

   The entrepreneurs, innovators, and small business owners in Edinburg work tirelessly to contribute to our community's unique culture and character, provide valuable goods and services, and create jobs that strengthen our local economy.

   The Edinburg City Council would like to recognize May 3–9, 2026, as National Small Business Week.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing May 3–9, 2026 as National Small Business Week in the City of Edinburg as Requested by the Edinburg Chamber of Commerce.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. National Small Business Week 2026

PROCLAMATION



NATIONAL SMALL BUSINESS WEEK
MAY 3-9, 2026

WHEREAS, the City of Edinburg recognizes the essential role small businesses play in driving innovation, creating job opportunities, and fueling economic growth both locally and nationally; and,

WHEREAS, small businesses represent the backbone of our nation's economy, with over 36 million small businesses in the United States employing nearly half of the private-sector workforce, many of whom are located right here in Edinburg; and,

WHEREAS, the entrepreneurs, innovators, and small business owners in Edinburg work tirelessly to contribute to our community's unique culture and character, provide valuable goods and services, and create jobs that strengthen our local economy; and,

WHEREAS, during National Small Business Week, we honor the spirit of entrepreneurship and the commitment of small business owners who take the risks to pursue their dreams and build successful enterprises; and,

WHEREAS, the City of Edinburg continues to support small businesses through initiatives that promote growth, foster partnerships, and create an environment where local entrepreneurs can thrive and succeed.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX:
By the power vested in me by law, do hereby proclaim May 3-9, 2026, as:

NATIONAL SMALL BUSINESS WEEK

in the City of Edinburg and encourage the everyone to recognize and support the vital contributions of our small businesses, shop locally, and celebrate the entrepreneurial spirit that makes Edinburg a great place to live, work, and grow.

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 5th day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.D.
Proclamation: Economic Development Week

1. **Agenda Item:**
   Presentation of Proclamation Recognizing May 04-08, 2026 as Economic Development Week as Requested by the Edinburg Economic Development Corporation. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Economic Development and related professionals worldwide are committed to creating, retaining, and expanding top-tier opportunities that foster long-term, equitable community growth.

   The Edinburg City Council would like to recognize that economic developers contribute to the continued strength and vitality of the City of Edinburg building on past achievements while shaping a resilient and prosperous future.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing May 04-08, 2026 as Economic Development Week as Requested by the Edinburg Economic Development Corporation.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Economic Development Week 2026

PROCLAMATION



ECONOMIC DEVELOPMENT WEEK
MAY 4-8, 2026

WHEREAS, more than 100,000 economic development and related professionals worldwide are committed to creating, retaining, and expanding top-tier opportunities that foster long-term, equitable community growth; and,

WHEREAS, for generations, the economic development profession has cultivated thriving neighborhoods, championed sustainability and resiliency, strengthened economic prosperity, enhanced quality of life, and built robust tax bases; and,

WHEREAS, economic development professionals operate across diverse environments, including rural, suburban, and urban communities; local, state, provincial, and national governments; public-private partnerships; chambers of commerce; institutions of higher education; and similar organizations and associations; and,

WHEREAS, economic development professionals serve as stewards of progress, connecting residents, business leaders, elected officials, industry executives, and educational institutions to advance job creation, community investment, infrastructure improvements, and long-term opportunity; and,

WHEREAS, economic developers contribute to the continued strength and vitality of Edinburg within the state of Texas, of Hidalgo County, building on past achievements while shaping a resilient and prosperous future; and,

WHEREAS, since 1926, the International Economic Development Council and its preceding organizations have advanced the profession globally, marking 100 years of leadership dedicated to fostering growth, innovation, inclusion, sustainability, and resilience in communities of all sizes; and,

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize May 4-8, 2026, as:

ECONOMIC DEVELOPMENT WEEK

and celebrate 100 years of impact —reflecting on the progress achieved, honoring the professionals who strengthen our communities today, and inspiring the next century of economic opportunity and growth.

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 5th day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
AWARDING OF BIDS
Agenda Item No: 8.A.
RFP 2026-008 - FM 2812 and Jasman Rd. Traffic Signal

1. **Agenda Item:**
Consider Awarding RFP No. 2026-008, FM 2812 and Jasman Rd. Traffic Signal to The Levy Company Inc. for an Amount Not to Exceed $283,279.35 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**

The FM 2812 and Jasman Road Traffic Signal Improvement Project consists of the installation of a new traffic signal at this intersection to enhance operational efficiency and public safety. This improvement is particularly critical due to the frequent movement of heavy vehicles exiting nearby the City's Regional Landfill. The project is anticipated to be completed within 210 calendar days from the issuance of the construction notice to proceed and will be funded through the Solid Waste Fund.

On Tuesday, April 7, 2026, proposals were opened for RFP No. 2026-008, FM 2812 and Jasman Road Traffic Signal. A total of two (2) proposals were received. Following evaluation and tabulation, staff recommends awarding the contract to The Levy Company, Inc., as the lowest responsive and responsible proposer meeting all specifications, in the amount of $283,279.35. The City of Edinburg has prior experience working with The Levy Company, Inc., and it has been confirmed that the firm has no outstanding financial obligations to the City.

The evaluation committee consisted of the Assistant City Manager, Director, and Assistant Director.

The following firms submitted proposals:

- The Levy Company, Inc. – $283,279.35
- GO Underground, LLC – $382,693.11

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2026-008, FM 2812 and Jasman Rd. Traffic Signal to The Levy Company Inc. for an Amount Not to Exceed $283,279.35 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:		**Prepared by:**
Tomas Reyna, Assistant City Manager	Final Approval - 4/29/2026	Mardoqueo Hinojosa, City Engineer

Attachments:

A. Proposal - The Levy Company, LLC
B. Proposal - GO UNDERGROUND LLC
C. Bid Tabulation
D. Staff Ranking
E. Agreement - The Levy Company

[THE LEVY COMPANY, LLC] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-008

FM 2812 and Jasman Rd. Traffic Signal

RESPONSE DEADLINE: April 7, 2026 at 3:00 pm

Report Generated: Thursday, April 9, 2026

The Levy Company, LLC Response

CONTACT INFORMATION

Company:
The Levy Company, LLC

Email:
aajas@levycompany.com

Contact:
Andre Ajas

Address:
16294 IH 35
Selma, TX 78154

Phone:
(210) 497-4500

Website:
https://levycompany.com/

Submission Date:
Apr 7, 2026 2:09 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Pass

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

Please do not upload multiple files.

5.1_Proposal.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

5.3_Certificate_of_Insurance.pdf

4. Required Forms

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

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

5.4.1._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

5.4.2._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

5.4.3._LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

5.4.4._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...

5.4.5._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...

5.4.6._SENATE_BILL_19_VERIFICATION.pdf

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- 00460_Noncollusion_Affidavi...

5.4.7._Noncollusion_Affidavit.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

5.4.8_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

BID BOND*
Please download the below documents, complete, and upload.

- 00411_Bid_Bond.pdf

5.4.10._Bid_Bond.pdf

STATEMENT OF BIDDERS QUALIFICATIONS*
Please download the below documents, complete, and upload.

- 00420_Statement_of_Bidders_...

5.4.11._Statement_of_Bidders_Qualifications.pdf

CERTIFICATE OF BIDDERS EXPERIENCE AND QUALIFICATIONS*
Please download the below documents, complete, and upload.

- 00423_Certificate_of_Bidder...

5.4.12._Certificate_of_Bidders_Experience_and_Qualifications.pdf
8.05_-_Resume_J.West_-_Supt.pdf
8.05_-Resume_J_Levy_-_PM.pdf

2023_OSHA_300A-Exp_Rating.pdf
2024_OSHA_300A-Exp_Rating.pdf
2025_300A-Exp_Ratings.pdf

EQUIPMENT & MATERIAL LIST*
Please download the below documents, complete, and upload.

- 00425 Equipment & Material ...

5.4.13._Equipment_&_Material_List.pdf

NON BRIBERY MODEL FORM*
Please download the below documents, complete, and upload.

- 00429 Non Bribery Model For...

5.4.14._Non_Bribery_Model_Form.pdf

POST BID PROCEDURES*
Please download the below documents, complete, and upload.

- 00450 Post Bid Procedures .pdf

5.4.15._Post_Bid_Procedures_.pdf

NON COLLUSION AFFIDAVIT*
Please download the below documents, complete, and upload.

- 00460 Noncollusion Affidavi...

5.4.16._Noncollusion_Affidavit.pdf

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM**
Please download the below documents, complete, and upload.

- 00620_Payment_Bond.pdf

5.4.17._Payment_Bond.pdf

IF AWARDED, THE PAYMENT BOND WILL BE PROVIDED?*
Yes

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND*
Please download the below documents, complete, and upload.

- 00610_Performance_Bond.pdf

5.4.19._Performance_Bond.pdf

IF AWARDED, THE PERFORMANCE BOND WILL BE PROVIDED?*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00625_Affidavit_of_Insuranc...

5.4.21._Affidavit_of_Insurance.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00630_Form_of_Business.pdf

5.4.22._Form_of_Business.pdf
TX_FILED_Certificate_of_Conversion___Certificate_of_Formation_-_The_Levy_Company_Inc._to_The_Levy_Company_LLC(513852240.1).pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00640_Certificate_Regarding...

5.4.23._Certificate_Regarding_Debarment.pdf

WARRANTY*
Please download the below documents, complete, and upload.

- 00830_Warranty_(1).pdf

5.4.24._Warranty.pdf

DRAFT AGREEMENT
Please download the below documents. *No response is required; for reference only.

- DRAFT_Agreement_(1).pdf

No response submitted

PAST PERFORMANCE EVALUATION*
Please download the below documents, complete, and upload 5 past performance evaluations.

- Past_Performance_Evaluation...

5.4.26_Past_Performance_Evaluation.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
100 7002	PREP ROW	1	LS	$990.00	$990.00
247 7277	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	40	SY	$23.00	$920.00
416 7006	DRILL SHAFT (36 IN)	64	LF	$380.00	$24,320.00
500 7001	MOBILIZATION	1	LS	$28,300.00	$28,300.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$2,000.00	$12,000.00
556 7009	PIPE UNDERDRAINS (TY 9) (6")	16	LF	$35.00	$560.00
618 7064	CONDT (PVC) (SCH 80) (4")	401	LF	$30.00	$12,030.00
618 7065	CONDT (PVC) (SCH 80) (4") (BORE)	218	LF	$44.00	$9,592.00
620 7009	ELEC CONDR (NO.6) BARE	747	LF	$2.60	$1,942.20
620 7010	ELEC CONDR (NO.6) INSULATED	57	LF	$3.15	$179.55
620 7012	ELEC CONDR (NO.4) INSULATED	531	LF	$1.00	$531.00
621 7006	TRAY CABLE (4 CONDR) (12 AWG)	886	LF	$3.30	$2,923.80
624 7005	GROUND BOX TY C (162911)	10	EA	$1,700.00	$17,000.00
628 7322	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	1	EA	$4,500.00	$4,500.00
644 7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	$980.00	$3,920.00
644 7073	REMOVE SM RD SN SUP&AM	4	EA	$250.00	$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
666 7006	REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	500	LF	$0.80	$400.00
666 7024	REFL PAV MRK TY I (W) (8") (SLD) (100MIL)	330	LF	$3.80	$1,254.00
666 7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	90	LF	$13.00	$1,170.00
666 7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	4	EA	$140.00	$560.00
666 7353	PAVEMENT SLER (ARROW)	4	EA	$140.00	$560.00
666 7354	PAVEMENT SLER (WORD)	4	EA	$20.00	$80.00
666 7373	PAVEMENT SLER 4" (CALLOUT)	500	LF	$0.45	$225.00
666 7374	PAVEMENT SLER 6" (CALLOUT)	6,320	LF	$0.65	$4,108.00
666 7375	PAVEMENT SLER 8" (CALLOUT)	330	LF	$1.20	$396.00
666 7379	PAVEMENT SLER 24" (CALLOUT)	90	LF	$4.00	$360.00
666 7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	2,000	LF	$1.40	$2,800.00
666 7423	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	3,500	LF	$1.40	$4,900.00
668 7091	PREFAB PM TY C (W)(ARROW)	4	EA	$280.00	$1,120.00
668 7103	PREFAB PM TY C (W)(WORD)	4	EA	$280.00	$1,120.00
672 7002	REFL PAV MARK TY II I-C	18	EA	$4.80	$86.40
672 7004	REFL PAV MARK TY II A-A	100	EA	$4.80	$480.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
677 7001	ELIM EXT PM & MRKS (4")	9,000	LF	$0.65	$5,850.00
677 7004	ELIM EXT PM & MRKS (8")	260	LF	$1.40	$364.00
677 7006	ELIM EXT PM & MRKS (12")	164	LF	$3.40	$557.60
677 7008	ELIM EXT PM & RKS (24")	90	LF	$6.00	$540.00
677 7009	ELIM EXT PM & RKS (ARROW)	4	EA	$90.00	$360.00
677 7015	ELIM EXT PM & RKS (WORD)	4	EA	$90.00	$360.00
678 7001	PAV SURF PREP FOR MRK (4")	500	LF	$0.05	$25.00
678 7002	PAV SURF PREP FOR MRK (6")	6,320	LF	$0.10	$632.00
678 7004	PAV SURF PREP FOR MRK (8")	330	LF	$0.20	$66.00
678 7008	PAV SURF PREP FOR MRK (24")	90	LF	$0.40	$36.00
678 7009	PAV SURF PREP FOR MRK (ARROW)	4	EA	$5.00	$20.00
678 7016	PAV SURF PREP FOR MRK (WORD)	4	EA	$5.00	$20.00
680 7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$6,700.00	$6,700.00
680 7002 a	*CONTROLLER W/CABINET (part of 680 7002 for reference only)	1	EA	$29,300.00	$29,300.00
680 7002 b	*GROUND ROD (part of 680 7002 for reference only)	4	EA	$110.00	$440.00
680 7002 c	*LUMINAIRE ON TRAFFIC SIGNAL POLE (part of 680 7002 for reference only)	4	EA	$190.00	$760.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
682 7001	VEH SIG SEC (12")LED(GRN)	6	EA	$340.00	$2,040.00
682 7002	VEH SIG SEC (12")LED(GRN ARW)	2	EA	$340.00	$680.00
682 7003	VEH SIG SEC (12")LED(YEL)	6	EA	$340.00	$2,040.00
682 7004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	$340.00	$1,360.00
682 7005	VEH SIG SEC (12")LED(RED)	8	EA	$340.00	$2,720.00
682 7037	BACKPLATE W/REFL BRDR(4 SEC)	8	EA	$190.00	$1,520.00
684 7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	832	LF	$5.00	$4,160.00
684 7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	2,050	LF	$0.30	$615.00
684 7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	163	LF	$1.60	$260.80
686 7035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$16,700.00	$16,700.00
686 7039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$17,300.00	$51,900.00
688 7004	VEH LP DETECT (SAWCUT)	1,175	LF	$11.00	$12,925.00
TOTAL					**$283,279.35**

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
100 7002	PREP ROW	1	LS	$990.00	$990.00
247 7277	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	40	SY	$23.00	$920.00
416 7006	DRILL SHAFT (36 IN)	64	LF	$380.00	$24,320.00
500 7001	MOBILIZATION	1	LS	$28,300.00	$28,300.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$2,000.00	$12,000.00
556 7009	PIPE UNDERDRAINS (TY 9) (6")	16	LF	$35.00	$560.00
618 7064	CONDT (PVC) (SCH 80) (4")	401	LF	$30.00	$12,030.00
618 7065	CONDT (PVC) (SCH 80) (4") (BORE)	218	LF	$44.00	$9,592.00
620 7009	ELEC CONDR (NO.6) BARE	747	LF	$2.60	$1,942.20
620 7010	ELEC CONDR (NO.6) INSULATED	57	LF	$3.15	$179.55
620 7012	ELEC CONDR (NO.4) INSULATED	531	LF	$1.00	$531.00
621 7006	TRAY CABLE (4 CONDR) (12 AWG)	886	LF	$3.30	$2,923.80
624 7005	GROUND BOX TY C (162911)	10	EA	$1,700.00	$17,000.00
628 7322	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	1	EA	$4,500.00	$4,500.00
644 7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	$980.00	$3,920.00
644 7073	REMOVE SM RD SN SUP&AM	4	EA	$250.00	$1,000.00
666 7006	REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	500	LF	$.80	$400.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
666 7024	REFL PAV MRK TY I (W) (8") (SLD) (100MIL)	330	LF	$3.80	$1,254.00
666 7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	90	LF	$13.00	$1,170.00
666 7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	4	EA	$140.00	$560.00
666 7353	PAVEMENT SLER (ARROW)	4	EA	$140.00	$560.00
666 7354	PAVEMENT SLER (WORD)	4	EA	$20.00	$80.00
666 7373	PAVEMENT SLER 4" (CALLOUT)	500	LF	$.45	$225.00
666 7374	PAVEMENT SLER 6" (CALLOUT)	6,320	LF	$.65	$4,108.00
666 7375	PAVEMENT SLER 8" (CALLOUT)	330	LF	$1.20	$396.00
666 7379	PAVEMENT SLER 24" (CALLOUT)	90	LF	$4.00	$360.00
666 7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	2,000	LF	$1.40	$2,800.00
666 7423	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	3,500	LF	$1.40	$4,900.00
668 7091	PREFAB PM TY C (W)(ARROW)	4	EA	$280.00	$1,120.00
668 7103	PREFAB PM TY C (W)(WORD)	4	EA	$280.00	$1,120.00
672 7002	REFL PAV MARK TY II I-C	18	EA	$4.80	$86.40
672 7004	REFL PAV MARK TY II A-A	100	EA	$4.80	$480.00
677 7001	ELIM EXT PM & MRKS (4")	9,000	LF	$.65	$5,850.00
677 7004	ELIM EXT PM & MRKS (8")	260	LF	$1.40	$364.00
677 7006	ELIM EXT PM & MRKS (12")	164	LF	$3.40	$557.60
677 7008	ELIM EXT PM & RKS (24")	90	LF	$6.00	$540.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
677 7009	ELIM EXT PM & RKS (ARROW)	4	EA	$90.00	$360.00
677 7015	ELIM EXT PM & RKS (WORD)	4	EA	$90.00	$360.00
678 7001	PAV SURF PREP FOR MRK (4")	500	LF	$.05	$25.00
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678 7004	PAV SURF PREP FOR MRK (8")	330	LF	$.20	$66.00
678 7008	PAV SURF PREP FOR MRK (24")	90	LF	$.40	$36.00
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680 7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$6,700.00	$6,700.00
680 7002 a	*CONTROLLER W/CABINET (part of 680 7002 for reference only)	1	EA	$29,300.00	$29,300.00
680 7002 b	*GROUND ROD (part of 680 7002 for reference only)	4	EA	$110.00	$440.00
680 7002 c	*LUMINAIRE ON TRAFFIC SIGNAL POLE (part of 680 7002 for reference only)	4	EA	$190.00	$760.00
682 7001	VEH SIG SEC (12")LED(GRN)	6	EA	$340.00	$2,040.00
682 7002	VEH SIG SEC (12")LED(GRN ARW)	2	EA	$340.00	$680.00
682 7003	VEH SIG SEC (12")LED(YEL)	6	EA	$340.00	$2,040.00
682 7004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	$340.00	$1,360.00
682 7005	VEH SIG SEC (12")LED(RED)	8	EA	$340.00	$2,720.00
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684 7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	832	LF	$5.00	$4,160.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
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684 7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	163	LF	$1.60	$260.80
686 7035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$16,700.00	$16,700.00
686 7039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$17,300.00	$51,900.00
688 7004	VEH LP DETECT (SAWCUT)	1,175	LF	$11.00	$12,925.00
TOTAL $283,279.35 Two hundred eighty three thousand two hundred seventy-nine dollars and 35/100					

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026

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
TRAFMAN-04

CONTACT NAME: Melissa Gaviria
PHONE (A/C, No, Ext): 254-314-8290 **FAX (A/C, No):**
E-MAIL ADDRESS: mgaviria@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B : Great American Alliance Insurance Company	26832
INSURER C : Homesite Insurance Company	17221
INSURER D : AXIS Surplus Insurance Company	26620
INSURER E : Berkley Assurance Company	39462
INSURER F :	

INSURED
The Levy Company LLC
16294 IH-35 N
Selma TX 78154

COVERAGES **CERTIFICATE NUMBER:** 155984155 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLP 5883167 00	4/1/2026	4/1/2027	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 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CAP 5883169 00	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
C D	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	CXP-048920-01 P-001-00153110-02	4/1/2026 4/1/2026	4/1/2027 4/1/2027	EACH OCCURRENCE AGGREGATE Excess 2nd Layer	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 5883168 00	4/1/2026	4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E	3rd Layer Excess Liab Poll/Prof Liab			TUE F313373 01 PCAB-5030870-0426	4/1/2026 4/1/2026	4/1/2027 4/1/2027	Each/Aggregate Each/Aggregate	6,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an Additional Insured for ongoing operations, including products and completed operations, under General Liability, and for Auto Liability when required by written contract. General Liability and Auto Liability are primary and non-contributory when required by written Contract. Waiver of subrogation applies to General Liability, Auto Liability, and Workers' Compensation for the Certificate Holder when required by written contract. Umbrella is follow form of the General Liability, Auto and Workers Compensation policies subject to policy terms and conditions. A 30-day notice of cancellation applies, except for 10 days in the case of non-payment of premium, in accordance with policy terms and conditions.
The Levy Company, Inc.'s Electrical Contractor's License #17103 / Harry H. Levy, IV's Master Electrician License #11699
The Certificate Holder is included as an Additional Insured for ongoing operations, including products and completed operations, under General Liability, and for Auto Liability when required by written contract. General Liability and Auto Liability are primary and non-contributory when required by written Contract. Waiver See Attached...

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78539
USA

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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AGENCY CUSTOMER ID: TRAFMAN-04

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure South Insurance Services, LLC	The Levy Company LLC 16294 IH-35 N Selma TX 78154
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

of subrogation applies to General Liability, Auto Liability, and Workers' Compensation for the Certificate Holder when required by written contract. Umbrella is follow form of the General Liability, Auto and Workers Compensation policies subject to policy terms and conditions. A 30-day notice of cancellation applies, except for 10 days in the case of non-payment of premium, in accordance with policy terms and conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice _____

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/26

Endorsement No.

Policy Effective 04/01/26

Premium

State TX

Policy No. : WC 5883168 00

Insured The Levy Company Inc.

Insurance Company

Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: The Levy Company Inc. **Endorsement Effective Date: 04/01/26**

SCHEDULE

Insurance Company:	
Policy Number:	**Effective Date:**
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

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Coverages	Limit Of Insurance Or Deductible
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**$ Deductible For Each Covered "Leased Auto"**
Collision	**$ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Named Insured: The Levy Company Inc
Endorsement Effective Date: 04/01/26

SCHEDULE

Number Of Days' Notice:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss".

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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:

April 6, 2026

Company/Vendor Name:

The Levy Company, LLC

Printed Name and Title:

Russell Perry, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: The Levy Company, LLC
(Full, correct legal name)

- Address: 16294 IH 35 North, Selma, Texas 78154
- Telephone/Fax: Office 210-497-4500 Fax 210-653-2835
- Email address: bids@levycompany.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? Selma, Texas 78154

5. a. Does the Company have an office located in Edinburg, Texas? Yes X No____
1109 West Austin Lane, Alamo, TX 78516

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 7 (years) 3 (months)

c. State the number of full-time employees at the Edinburg office. 15

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: Andy Ajas
Address: 16294 IH 35 North, Selma, Texas 78154
Telephone: 210-497-4500
Fax: 210-653-2835
Email: aajas@levycompany.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.
    The Levy Company, Inc.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Russell Perry, the undersigned representative of

The Levy Company, 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:

Russell Perry, President

TYPE/PRINT NAME AND TITLE:

April 6, 2026

DATE:

SENATE BILL 13 VERIFICATION

I, Russell Perry, the undersigned representative of

The Levy Company, 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:

Russell Perry, President

TYPE/PRINT NAME AND TITLE:

April 6, 2026

DATE:

SENATE BILL 19 VERIFICATION

I, Russell Perry, the undersigned representative of

The Levy Company, 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:

Russell Perry, President

TYPE/PRINT NAME AND TITLE:

April 6, 2026

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Russell Perry, being first duly sworn, deposes and says that:
(Name)

(1) He is President of The Levy Company, LLC, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 6th day of April, 2026.

By:

Notary Public
My commission expires 2/2/2030

LEAH TINER
Notary Public, State of Texas
Comm. Expires 02-02-2030
Notary ID 11511429

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

The Levy Company, 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.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Russell Perry, President

Name of signatory

Signature

4/6/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: **[Full formal name of Bidder]** The Levy Company, LLC Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 16294 IH 35 North Selma , TX 78154	Name: **[Full formal name of Surety]** Harco National Insurance Company Address *(principal place of business)*: **[Address of Surety's principal place of business]** 4200 SIX FORKS ROAD, SUITE 1400 RALEIGH, NC 27609
Owner	**Bid**
Name: **[Full formal name of Owner]** City of Edinburg Address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 W. University Drive Edinburg, TX 78541	Project *(name and location)*: **[Owner project/contract name, and location of the project]** RFP 2026-008 - FM 2812 and Jasman Rd. Traffic Signal Bid Due Date: **[Enter date bid is due]** 4/07/26

Bond

Penal Sum: **[Amount]** Five Percent of Amount Bid (5%)

Date of Bond: **[Date]** 3/30/26

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
The Levy Company, LLC *(Full formal name of Bidder)*	Harco National Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Russell Perry *(Printed or typed)*	Name: Doritza Mojica *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Andy Ajas *(Printed or typed)*	Name: Darianna Orosco *(Printed or typed)*
Title: Sr Estimator	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHELLE ANNE MCMAHON, JOSHUA SANFORD, CONNOR WOLPERT, JONATHAN GLEASON, DORITZA MOJICA

Hartford, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 30th day of March, 2026

A02427

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	The Levy Company, LLC		
Corporate Office			
Name:	Russell Perry	Phone number:	210-497-4500
Title:	President	Email address:	rperry@levycompany.com
Business address of corporate office:	16294 IH 35 North		
	Selma, Texas 78154		
Local Office			
Name:	Jose Garcia	Phone number:	361-562-6924
Title:	Project Manager	Email address:	jgarcia@levycompany.com
Business address of local office:	1109 West Austin Lane, Alamo, TX 78516		

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:	1/1/2000	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	NA	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:	Russell Perry	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ NA
Name:	John West	Title:	Vice-President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ NA
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:	Electrical Contractor		
Licensing Agency:	Texas Department of Licensing and Regulation		
License No:	40276	Expiration Date:	5/12/2026
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Derick Brown	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Certified Safety & Health Official	TEEX	NA

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
The Levy Company, LLC	1.08	2.73	438450	1.21	3.18	430205	1.13	4.01	399130

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:	Harco National Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Illinois
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):	4200 Six Forks Road, Suite 1400 Raleigh, NC 27609

Physical Address (principal place of business):	4200 Six Forks Road, Suite 1400 Raleigh, NC 27609		
Phone (main):	713-681-2500	Phone (claims):	800-448-4642

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)	
Acrisure South Insurance Services, LLC		CGL, Auto, WC, UMB/Excess 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):	1317 Citizens Blvd Leesburg, FL 34748		
Physical Address (principal place of business):	1317 Citizens Blvd Leesburg, FL 34748		
Phone (main):	254-314-8290	Phone (claims):	254-314-8290

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:	185
Estimate of revenue for the current year:	$70 mm
Estimate of revenue for the previous year:	$72 mm

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 25 years				
As a general contractor:	25 years	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: The Levy Company, LLC
(typed or printed name of organization)

By: R D
(individual's signature)

Name: Russell Perry
(typed or printed)

Title: President
(typed or printed)

Date: April 6, 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: Andy Ajas
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Russell Perry
(typed or printed)

Title: President
(typed or printed)

Address: 16294 IH 35 North, Selma, Texas 78154

Phone: 210-497-4500

Email: rperry@levycompany.com

Schedule A—Current Projects

Name of Organization	The Levy Company, LLC				
Project Owner	University Health Systems		Project Name	University Health Systems New Community #230690	
General Description of Project	Traffic Light Installation				
Project Cost	$414,362.00		Date Project	6/27/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sybil Koranek	Juan Casanova	Derik Brown	NA	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	UHS Procurement Services	NA	UHS	210-358-4000	procurement.services@uhtx.com
Designer	NA				
Construction Manager	Derek Dobbins	Project Manager	Turner Byrne Straight Line JV	281-844-8012	ddobbins@tcco.com

Project Owner	Texas Department of Transportation		Project Name	Cameron Co. SS 54 CSJ 0039-20-009	
General Description of Project	Hazard Elimination & Safety				
Project Cost	$1,036,984.70		Date Project	10/11/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose Garcia	Frank Nava	Brad Madsen	NA	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Cristian Reyes	Project Manager	Texas Department of Transportation	956-339-5102	cristian.reyna@txdot.gov
Designer	Texas Department of Transportation				
Construction Manager	NA				

Project Owner	Love's Travel Stops & Country Stores, Inc		Project Name	Love's San Antonio 9530 Southton Rd. CCI #24026-151247	
General Description of Project	Traffic Signal Installation				
Project Cost	$506,066.00		Date Project	8/11/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jacob Levy	Caylen Howard	Derick Brown	NA	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brad Peck	Developer/Owner	Love's Travel Stops & Country Stores Inc	205-475-5803	NA
Designer	NA				
Construction Manager	Morgan Cirbo	Project Manager	Catamount Constructors, Inc.	210-889-7216	morgan.cirbo@catamountinc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	The Levy Company, LLC			
Project Owner	City of Pharr	Project Name	Sugar & Minnesota TS Install Project #2425-40-510-C01-162	
General Description of Project	Traffic Signal Installation			
Project Cost	$311,361.50	Date Project	2/20/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jose Garcia	Frank Nava	Brad Madsen	NA

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jonathan Flores	City Manager	City of Pharr	956-402-4100	purchasing@pharr-tx.gov
Designer	City of Pharr				
Construction Manager	NA				

Project Owner	Texas Department of Transportation	Project Name	Hidalgo Co., Control #0921-02-500	
General Description of Project	Hazard Elimination & Safety			
Project Cost	$223,433.01	Date Project	11/26/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jose Garcia	Frank Nava	Brad Madsen	NA

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jesus Noriega, P.E.	P.E.	Texas Department of Transportation	956-339-5102	Jesus.Noriega@txdot.gov
Designer	NA				
Construction Manager	NA				

Project Owner	Texas Department of Transportation	Project Name	Hidalgo Co., Control #0921-02-508	
General Description of Project	Hazard Elimination & Safety			
Project Cost	$192,172.57	Date Project	3/11/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jose Garcia	Frank Nava	Derick Brown	NA

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jesus Noriega, P.E.	P.E.	Texas Department of Transportation	956-339-5102	Jesus.Noriega@txdot.gov
Designer	NA				
Construction Manager	NA				

Schedule B—Previous Experience with Similar Projects

Name of Organization	The Levy Company				
Project Owner	City of Edinburg		Project Name	Traffic Signal Improvements Jackson Rd. and Chapin St.	
General Description of Project	Traffic Signal Improvements				
Project Cost	$279, 922.75		Date Project	4/20/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose Garcia	Frank Nava	Derick Brown	NA	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa, P.E.	City Engineer	City of Edinburg	956-388-8211	mhinojosa@cityofedinburg,com
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Jacob Levy	
Years of experience as project manager		9 years	
Years of experience with this organization		9 years	
Number of similar projects as project manager		30	
Number of similar projects in other positions		30	
Current Project Assignments			
Name of assignment Current project assignment details are confidential at this stage; however, the assigned Project Manager's workload is actively managed to ensure full capacity to successfully deliver this project. A detailed staffing plan will be provided upon award.		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		John West	
Years of experience as project superintendent		26	
Years of experience with this organization		25	
Number of similar projects as project superintendent		100	
Number of similar projects in other positions		100	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Derick Brown	
Years of experience as project manager		0	
Years of experience with this organization		6	
Number of similar projects as project manager		NA	
Number of similar projects in other positions		NA	
Current Project Assignments			
Name of assignment NA		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		NA	
Years of experience as project superintendent		Type text here	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write '0'.
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 20 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	3	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	240
(K)	(L)

Injury and Illness Types

Total number of ...	(M)		
(1) Injuries	8	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory conditions	0	(6) All other illnesses	1

Post this summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name THE LEVY COMPANY

Street 16294 IH 35 N

City SELMA State TX ZIP 78154-1212

Industry description *(e.g., Manufacture of motor truck trailers)*
Highway Signage and Lighting Construction

Standard Industrial Classification (SIC), if known *(e.g., 3715)*
— — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 3 0

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 175

Total hours worked by all employees last year 399,130

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Michele Gutierrez	Chief HR Officer
Company executive	Title
210-787-2380	2/1/2024
Phone	Date

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC **Risk ID:** 420819773

Rating Effective Date: 05/31/2023 **Production Date:** 12/02/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.19	25,543	39,570	14,027	6,270	49,250	46,704	40,434
TX-B	.19	124,614	192,854	68,240	28,856	49,250	157,160	128,304
TX-C	.19	1,392	2,156	764	0	49,250	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.19		151,549	234,580	83,031	35,126	49,250	177,487	142,361

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	142,361	172,005	6,674	321,040
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	83,031	172,005	28,794	283,830

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.13

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 11509-004 **Policy:** MWC31504222 **Eff-Date:** 05-31-2022 **Exp-Date:** 05-31-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC **Risk ID:** 420819773

Rating Effective Date: 05/31/2023 **Production Date:** 12/02/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** THE LEVY COMPANY INC

Carrier: 29939 **Policy No.** 0001233277 **Eff Date:** 02/05/2019 **Exp Date:** 02/05/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	2,199,977	16,500	5,940	8001190690	05	F	2,608	2,608
5606	.17	.30	788,783	1,341	402	3001171893	05	F	16,094	16,094
8227	.50	.36	509,997	2,550	918	2001192115	05	F	24,770	18,500
8809	.04	.40	72,000	29	12	NO. 4	06	*	3,232	3,232
8810	.03	.48	1,329,182	399	192					
9554	1.83	.35	1,024,644	18,751	6,563					
Policy Total:			**5,924,583**	**Subject Premium:**	**202,214**	**Total Act Inc Losses:**			**46,704**	

42-TEXAS **Firm ID:** B **Firm Name:** THE LEVY CO LP PROJ

Carrier: 11509 **Policy No.** MWC31504200 **Eff Date:** 10/01/2019 **Exp Date:** 05/31/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	1,277,163	9,579	3,448	X00001123365	04	F	10,262	10,262
5190	.75	.36	1,155,528	8,666	3,120	NO. 8	06	*	4,525	4,525
5606	.17	.30	398,223	677	203					
5606	.17	.30	440,141	748	224					
8227	.50	.36	238,464	1,192	429					
8227	.50	.36	215,754	1,079	388					
8809	.04	.40	43,620	17	7					
8809	.04	.40	39,465	16	6					
8810	.03	.48	695,496	209	100					
8810	.03	.48	768,706	231	111					
9554	1.83	.35	555,484	10,165	3,558					
9554	1.83	.35	613,955	11,235	3,932					
Policy Total:			**6,441,999**	**Subject Premium:**	**138,514**	**Total Act Inc Losses:**			**14,787**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC **Risk ID:** 420819773

Rating Effective Date: 05/31/2023 **Production Date:** 12/02/2022 **State:** TEXAS

42-TEXAS **Firm ID:** B **Firm Name:** THE LEVY CO LP PROJ

Carrier: 11509 **Policy No.** MWC31504220 **Eff Date:** 05/31/2020 **Exp Date:** 05/31/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	2,728,748	20,466	7,368	X00001198424	04	F	5,532	5,532
5190	.75	.36	1,254,826	9,411	3,388	X00001204644	04	F	6,092	6,092
5606	.17	.30	439,883	748	224	X00001163350	04	F	7,621	7,621
5606	.17	.30	956,570	1,626	488	X00001157683	04	F	13,688	13,688
8227	.50	.36	384,643	1,923	692	X00001157681	04	F	14,522	14,522
8227	.50	.36	176,879	884	318	X00001163349	04	F	17,637	17,637
8809	.04	.40	39,312	16	6	NO. 11	06	*	7,408	7,408
8809	.04	.40	85,488	34	14					
8810	.03	.48	1,574,045	472	227					
8810	.03	.48	723,831	217	104					
9554	1.83	.35	675,757	12,366	4,328					
9554	1.83	.35	1,469,503	26,892	9,412					
Policy Total:			**10,509,485**	**Subject Premium:**	**235,285**	**Total Act Inc Losses:**			**72,500**	

42-TEXAS **Firm ID:** B **Firm Name:** THE LEVY CO LP PROJ

Carrier: 11509 **Policy No.** MWC31504221 **Eff Date:** 05/31/2021 **Exp Date:** 05/31/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	4,209,434	31,571	11,366	X00001246216	04	F	47,356	18,500
5606	.17	.30	1,848,736	3,143	943	X00001267177	06	F	2,988	2,988
8227	.50	.36	580,846	2,904	1,045	X00001246215	06	O	8,050	8,050
8809	.04	.40	62,400	25	10	NO. 11	06	*	11,479	11,479
8810	.03	.48	1,568,150	470	226					
9554	1.83	.35	1,960,195	35,872	12,555					
Policy Total:			**10,229,761**	**Subject Premium:**	**225,980**	**Total Act Inc Losses:**			**69,873**	

42-TEXAS **Firm ID:** C **Firm Name:** THE LEVY CO INC

Carrier: 13072 **Policy No.** WC039232617 **Eff Date:** 03/01/2019 **Exp Date:** 03/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	6,695	50	18					
9554	1.83	.35	33,154	607	212					
Policy Total:			**39,849**	**Subject Premium:**	**2,042**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC **Risk ID:** 420819773

Rating Effective Date: 05/31/2023 **Production Date:** 12/02/2022 **State:** TEXAS

42-TEXAS **Firm ID:** C **Firm Name:** THE LEVY CO INC

Carrier: 13072 **Policy No.** WC039232617 **Eff Date:** 03/01/2020 **Exp Date:** 09/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	44,009	330	119					
9554	1.83	.35	6,512	119	42					
Policy Total:			**50,521**	**Subject Premium:**	**1,450**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** C **Firm Name:** THE LEVY CO INC

Carrier: 21814 **Policy No.** WA765D292700520 **Eff Date:** 09/01/2020 **Exp Date:** 09/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	22,854	171	62					
5190	.75	.36	17,345	130	47					
5190	.75	.36	15,246	114	41					
9554	1.83	.35	17,292	316	111					
9554	1.83	.35	9,487	174	61					
9554	1.83	.35	7,946	145	51					
Policy Total:			**90,170**	**Subject Premium:**	**2,682**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write '0'.
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 20 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	0	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
153	39
(K)	(L)

Injury and Illness Types

Total number of ...	(M)		
(1) Injuries	7	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name THE LEVY COMPANY LLC

Street 16294 IH 35 N

City SELMA State TX ZIP 78154-1212

Industry description *(e.g., Manufacture of motor truck trailers)*
Highway Signage Lighting Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 3 0

Employment information

(If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 191

Total hours worked by all employees last year 439,205

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Michele Gutierrez	Chief HR Officer
Company executive	Title
(210) 497-4500	1/20/2025
Phone	Date

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2024 Production Date: 02/28/2024 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX-B	.19	170,896	262,635	91,739	123,746	51,000	311,164	187,418
TX-C	.19	1,747	2,689	942	0	51,000	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.19		172,643	265,324	92,681	123,746	51,000	291,173	167,427

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	167,427	190,841	23,512	381,780
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	92,681	190,841	32,802	316,324

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.21

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: MWC31504220, EFF.: 05/31/2020

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2024 Production Date: 02/28/2024 State: TEXAS

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504200 Eff Date: 10/01/2019 Exp Date: 05/31/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	1,277,163	9,834	3,442	X00001123365	04	F	10,262	10,262
5190	.77	.35	1,155,528	8,898	3,114	NO. 8	06	*	4,525	4,525
5606	.15	.30	440,141	660	198					
5606	.15	.30	398,223	597	179					
8227	.44	.35	238,464	1,049	367					
8227	.44	.35	215,754	949	332					
8809	.04	.41	43,620	17	7					
8809	.04	.41	39,465	16	7					
8810	.03	.48	768,706	231	111					
8810	.03	.48	695,496	209	100					
9554	1.76	.35	613,955	10,806	3,782					
9554	1.76	.35	555,484	9,777	3,422					
Policy Total:			6,441,999	Subject Premium:	138,514	Total Act Inc Losses:			14,787	

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504220 Eff Date: 05/31/2020 Exp Date: 05/31/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	1,254,826	9,662	3,382	X00001198424	04	F	5,532	5,532
5190	.77	.35	2,728,748	21,011	7,354	X00001204644	04	F	6,092	6,092
5606	.15	.30	956,570	1,435	431	X00001163350	04	F	7,621	7,621
5606	.15	.30	439,883	660	198	X00001157683	04	F	13,688	13,688
8227	.44	.35	176,879	778	272	X00001157681	04	F	14,522	14,522
8227	.44	.35	384,643	1,692	592	X00001163349	04	F	17,637	17,637
8809	.04	.41	39,312	16	7	NO. 12	06	*	8,155	8,155
8809	.04	.41	85,488	34	14					
8810	.03	.48	1,574,045	472	227					
8810	.03	.48	723,831	217	104					
9554	1.76	.35	1,469,503	25,863	9,052					
9554	1.76	.35	675,757	11,893	4,163					
Policy Total:			10,509,485	Subject Premium:	235,285	Total Act Inc Losses:			73,247	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2024 Production Date: 02/28/2024 State: TEXAS

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504221 Eff Date: 05/31/2021 Exp Date: 05/31/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	4,209,434	32,413	11,345	X00001246215	04	F	37,562	18,500
5606	.15	.30	1,848,736	2,773	832	X00001246216	04	F	47,356	18,500
8227	.44	.35	580,846	2,556	895	X00001267177	06	F	2,988	2,988
8809	.04	.41	62,400	25	10	NO. 11	06	*	11,479	11,479
8810	.03	.48	1,568,150	470	226					
9554	1.76	.35	1,960,195	34,499	12,075					
Policy Total:			10,229,761	Subject Premium:	225,980	Total Act Inc Losses:			99,385	

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504222 Eff Date: 05/31/2022 Exp Date: 05/31/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	4,178,666	32,176	11,262	X00001354276	04	O	9,504	9,504
5606	.15	.30	2,147,551	3,221	966	X00001325175	04	F	40,264	18,500
8227	.44	.35	726,740	3,198	1,119	X00001366284	04	O	72,564	18,500
8742	.06	.41	85,645	51	21	NO. 2	06	*	1,413	1,413
8809	.04	.41	62,400	25	10					
8810	.03	.48	1,602,103	481	231					
9554	1.76	.35	1,930,180	33,971	11,890					
Policy Total:			10,733,285	Subject Premium:	206,714	Total Act Inc Losses:			123,745	

42-TEXAS Firm ID: C Firm Name: THE LEVY CO INC

Carrier: 13072 Policy No. WC039232617 Eff Date: 03/01/2020 Exp Date: 09/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	44,009	339	119					
9554	1.76	.35	6,512	115	40					
Policy Total:			50,521	Subject Premium:	1,450	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2024 Production Date: 02/28/2024 State: TEXAS

42-TEXAS Firm ID: C Firm Name: THE LEVY CO INC

Carrier: 21814 Policy No. WA765D292700520 Eff Date: 09/01/2020 Exp Date: 09/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	15,246	117	41					
5190	.77	.35	17,345	134	47					
5190	.77	.35	22,854	176	62					
9554	1.76	.35	9,487	167	58					
9554	1.76	.35	17,292	304	106					
9554	1.76	.35	7,946	140	49					
Policy Total:			90,170	Subject Premium:	2,682	Total Act Inc Losses:			0	

42-TEXAS Firm ID: C Firm Name: THE LEVY CO INC

Carrier: 21814 Policy No. WA765D292700520 Eff Date: 09/01/2021 Exp Date: 09/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.77	.35	27,386	211	74					
5190	.77	.35	57,360	442	155					
9554	1.76	.35	21,391	376	132					
9554	1.76	.35	9,535	168	59					
Policy Total:			115,672	Subject Premium:	2,702	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	5	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	7	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: The Levy Company LLC

Street: 16294 IH35N

City: Selma State: TX Zip: 78154

Industry description (*e.g., Manufacture of motor truck trailers*)

Highway Sinage and Lighting Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 3 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 160

Total hours worked by all employees last year: 438,450.76

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive _____ Title _____

Phone _____ Date _____

Reset

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2025 Production Date: 03/18/2025 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
TX-B	.22	110,940	178,606	67,666	135,817	31,280	237,362	101,545	16,500
TX-C	.22	2,163	3,489	1,326	0	31,280	0	0	16,500
TX-D	.22	105	169	64	0	31,280	0	0	16,500

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.22		113,208	182,264	69,056	135,817	31,280	217,692	81,875

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	81,875	119,582	29,880	231,337
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	69,056	119,582	24,906	213,544

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.08

REVISED RATING
NCCI'S EXPERIENCE RATING WORKSHEET SUMMARY PAGE NOW INCLUDES A COLUMN FOR
THE STATE'S APPROVED PRIMARY/EXCESS LOSS SPLIT POINT,
APPLICABLE TO THE RATING EFFECTIVE DATE.
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS
DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: WC637498400, EFF.: 08/07/2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2025 Production Date: 03/18/2025 State: TEXAS

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504221 Eff Date: 05/31/2021 Exp Date: 05/31/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	4,209,434	26,098	9,917	X00001246215	04	F	37,562	16,500
5606	.12	.33	1,848,736	2,218	732	X00001246216	04	F	47,356	16,500
8227	.35	.38	580,846	2,033	773	X00001267177	06	F	2,988	2,988
8809	.03	.43	62,400	19	8	NO. 11	06	*	11,479	11,479
8810	.02	.49	1,568,150	314	154					
9554	1.38	.38	1,960,195	27,051	10,279					
Policy Total:			10,229,761	Subject Premium:	225,980	Total Act Inc Losses:			99,385	

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504222 Eff Date: 05/31/2022 Exp Date: 05/31/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	4,178,666	25,908	9,845	X00001354276	04	F	7,446	7,446
5606	.12	.33	2,147,551	2,577	850	X00001325175	04	F	40,264	16,500
8227	.35	.38	726,740	2,544	967	X00001366284	04	F	76,635	16,500
8742	.04	.43	85,645	34	15	NO. 2	06	*	1,413	1,413
8809	.03	.43	62,400	19	8					
8810	.02	.49	1,602,103	320	157					
9554	1.38	.38	1,930,180	26,636	10,122					
Policy Total:			10,733,285	Subject Premium:	206,714	Total Act Inc Losses:			125,758	

42-TEXAS Firm ID: B Firm Name: THE LEVY CO LP PROJ

Carrier: 11509 Policy No. MWC31504223 Eff Date: 05/31/2023 Exp Date: 05/31/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	4,461,135	27,659	10,510	X00001392204	06	F	2,261	2,261
5606	.12	.33	1,527,964	1,834	605	X00001378973	06	F	2,348	2,348
8227	.35	.38	756,431	2,648	1,006	NO. 4	06	*	2,969	2,969
8809	.03	.43	62,400	19	8	X00001385202	06	F	4,641	4,641
8810	.02	.49	2,406,373	481	236					
9554	1.38	.38	2,187,994	30,194	11,474					
Policy Total:			11,402,297	Subject Premium:	208,420	Total Act Inc Losses:			12,219	

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* Total by Policy Year of all cases $2,000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE LEVY COMPANY INC Risk ID: 420819773

Rating Effective Date: 05/31/2025 Production Date: 03/18/2025 State: TEXAS

42-TEXAS Firm ID: C Firm Name: THE LEVY CO INC

Carrier: 21814 Policy No. WA765D292700520 Eff Date: 09/01/2020 Exp Date: 09/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	22,854	142	54					
5190	.62	.38	15,246	95	36					
5190	.62	.38	17,345	108	41					
9554	1.38	.38	7,946	110	42					
9554	1.38	.38	9,487	131	50					
9554	1.38	.38	17,292	239	91					
Policy Total:			90,170	Subject Premium:	2,682	Total Act Inc Losses:			0	

42-TEXAS Firm ID: C Firm Name: THE LEVY CO INC

Carrier: 21814 Policy No. WA765D292700520 Eff Date: 09/01/2021 Exp Date: 09/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	27,386	170	65					
5190	.62	.38	57,360	356	135					
9554	1.38	.38	9,535	132	50					
9554	1.38	.38	21,391	295	112					
Policy Total:			115,672	Subject Premium:	2,702	Total Act Inc Losses:			0	

42-TEXAS Firm ID: C Firm Name: THE LEVY CO INC

Carrier: 21814 Policy No. WA765D292700520 Eff Date: 09/01/2022 Exp Date: 09/01/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	174,513	1,082	411					
9554	1.38	.38	45,577	629	239					
Policy Total:			220,090	Subject Premium:	4,539	Total Act Inc Losses:			0	

42-TEXAS Firm ID: D Firm Name: THE LEVY CO INC

Carrier: 10863 Policy No. WC637498400 Eff Date: 08/07/2023 Exp Date: 01/01/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.62	.38	13,620	84	32					
9554	1.38	.38	6,165	85	32					
Policy Total:			19,785	Subject Premium:	579	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases $2,000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

May 15, 2025

THE LEVY CO LLC
16294 INTERSTATE 35 N
SELMA, TX 78154-1212

RE: TRAFFIC MANAGEMENT SOLUTIONS LLC

Dear Madam or Sir:

This notification is for your records. No action is required on your part.

The enclosed document(s) includes updates to ownership information that we have received (e.g., name change or purchase/sale of an entity) which may result in possible changes to your past and future workers compensation premium.

If you have any questions regarding this letter, please contact your carrier or agent or call our Customer Service Center at 800-NCCI-123 (800-622-4123) and select the Experience Rating option. Or, email our Customer Service Center at customer_service@ncci.com.

Sincerely,

Barry Connelly

Barry Connelly

Experience Rating Production

May 15, 2025

SUZI NIEDERMEYER
ACRISURE LLC
Sent via Email

RE: TRAFFIC MANAGEMENT SOLUTIONS LLC

State : MULTI

Risk ID : 915192068

Policy # : 19654896

Policy Effective Date : 04/01/2025

CRM Tracking No : CSS134UYM001

Dear SUZI NIEDERMEYER :

The information provided indicates that, effective 11/26/2024, THE LEVY COMPANY LLC underwent a change in ownership. All prior experience will continue to be applied to future ratings.

We have determined that, effective 11/26/2024, THE LEVY COMPANY LLC is combinable with TRAFFIC MANAGEMENT SOLUTIONS LLC and MSB SERVICES LLC.

This decision is based on the ownership rule which states that business entities held by common majority ownership are combinable for experience rating purposes.

We have previously determined that MSB SERVICES LLC is combinable with TRAFFIC MANAGEMENT SOLUTIONS LLC.

The information provided indicates that, effective 02/03/2025, HIGHWAY SAFETY DEVICES LLC underwent a change in ownership. All prior experience will continue to be applied to future ratings.

We have determined that, effective 02/03/2025, HIGHWAY SAFETY DEVICES LLC is combinable with TRAFFIC MANAGEMENT SOLUTIONS LLC, MSB SERVICES LLC and THE LEVY COMPANY LLC.

This decision is based on the ownership rule which states that business entities held by common majority ownership are combinable for experience rating purposes.

Risk Names	Risk ID	Rating Effective Date	Mod	Effective Date	Expiration Date
THE LEVY COMPANY LLC	420819773	05/31/2024	1.21	05/31/2024	11/26/2024

Risk Names	Risk ID	Rating Effective Date	Mod	Effective Date	Expiration Date
HIGHWAY SAFETY DEVICES LLC	093279565	04/01/2024	0.65	04/01/2024	02/03/2025

Risk Names	Risk ID	Rating Effective Date	Mod	Effective Date	Expiration Date
MSB SERVICES LLC	093111214	01/01/2024	0.93	01/01/2024	05/15/2024

Risk Names	Risk ID	Rating Effective Date	Mod	Effective Date	Expiration Date
TRAFFIC MANAGEMENT SOLUTIONS LLC, MSB SERVICES LLC	093008200	04/01/2023	1.17	05/15/2024	11/26/2024
TRAFFIC MANAGEMENT SOLUTIONS LLC	093008200	04/01/2023	1.21	04/01/2024	05/15/2024

Risk Names	Risk ID	Rating Effective Date	Mod	Effective Date	Expiration Date
TRAFFIC MANAGEMENT SOLUTIONS LLC, MSB SERVICES LLC, THE LEVY COMPANY LLC, HIGHWAY SAFETY DEVICES LLC	915192068	04/01/2025	0.99	04/01/2025	
TRAFFIC MANAGEMENT SOLUTIONS LLC, MSB SERVICES LLC, THE LEVY COMPANY LLC, HIGHWAY SAFETY DEVICES LLC	915192068	04/01/2024	0.99	02/03/2025	04/01/2025
TRAFFIC MANAGEMENT SOLUTIONS LLC, MSB SERVICES LLC, THE LEVY COMPANY LLC	915192068	04/01/2024	1.19	11/26/2024	02/03/2025

Information regarding ownership rules can be found in NCCI's ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***.

If you have any questions regarding this letter, please call our Customer Service Center at 800-**NCCI** -123 (800-622-4123) and select the Experience Rating option or email our Customer Service Center at customer_service@ncci.com.

Sincerely,

Barry Connelly

Barry Connelly

Experience Rating Production

cc: OLD REPUBLIC INS CO
LIBERTY INS CORP
AMERICAN INTERSTATE INS CO
BRIDGEFIELD EMPLOYERS INS CO
AMERICAN CASUALTY COMPANY OF READING P A
TRAFFIC MANAGEMENT SOLUTIONS LLC
THE LEVY CO INC
HIGHWAY SAFETY DEVICES INC
MSB SERVICES LLC
THE LEVY CO LLC
BRIDGEFIELD CASUALTY INS CO
ZURICH AMERICAN INS CO

JACOB LEVY

210-218-3882

16294 IH 35 North | Selma, Texas 78154

jlevy@levycompany.com

Skills

- Project Management
- Construction Operations
- Budgeting
- Procurement
- Scheduling
- IT Systems Management
- Communication
- Problem-Solving
- Team Leadership
- Time Management

Employment

January 2017 – Present | Project Manager

The Levy Company, LLC | Selma, Texas

- Plan and manage all construction operations for contracted projects including budgeting, procurement, scheduling, subcontracting, reporting, and coordination with owners and engineers.
- Oversee all aspects of highway illumination, high mast poles, highway work, etc.
- Function as technical resource for Project Management Team to resolve issues, interpret contracts requirements, and negotiate with client representatives.
- Create and maintain streamlined quality tracking programs to improve the quality of information exchanged between office and field. Ensuring efficient communication and coordination between field operations, office staff, and leadership.

July 2016 – January 2014 | Director of Operations

URJ Greene Family Camp| Bruceville, Texas

- Directed all operational aspects of a multi-department organization with up to 60 employees including food service, housekeeping, maintenance, and security.
- Increased event rental revenue by over 120% through improvements in planning.

Education

2011 | Bachelor of Science in Hotel and Restaurant Management

University of Houston, Conrad N. Hilton College | Houston, Texas

- Magna Cum Laude | GPA: 3.6

Technical Skills and Certifications

- HeavyBid Estimating
- HeavyJob Project Management
- Microsoft Office
- MS Server Applications
- CPR Certified

John West

210-336-5300
16294 IH 35 North, Selma, Texas, 78154
jwest@levycompany.com

Skills

- Large program management experience
- On-site Property Inspections/Evaluations
- Leadership
- Over 38 years of expertise in all facets of the industry
- Strategic Planning and implementation
- Safety & Compliance Management
- Organization & Time Management
- Exceptional Oral & Written Communication

Employment

February 2000 – Present | Vice-President of Operations
The Levy Company | 16294 IH 35 North, Selma, TX, 78154

- Directly responsible for all field operations, including crew configurations, productivity, equipment allocation, logistics, etc.
- Oversee all Levy Company work in San Antonio and Texas
- Engaged in electrical/general contracting in support of the telecommunication industry
- Began specialty highway contracting in August 2001
- Prior to November 2001, was the California operations manager for The Levy Company, L.P.
    - Responsible for marketing, management operations, project detailing and layout, scheduling, and logistics for the California operation

June 1987 – January 2000 | Supervisor for Traffic Control Devices – Houston Division
MICA Corporation | 1951 Probandt, San Antonio, TX 78214

- Responsible for large-scale electronic installations on traffic management projects for the Texas Department of Transportation.

February 1982 – May 1987 | Superintendent

Loyd Electric Company and Harrison International Corporation | San Antonio,

- Direct supervisor of company site personnel on commercial and industrial electrical projects, project layout, and interface with general contractor
- Implementation of the safety program, and general on-site control of large projects in the San Antonio area.
- Mica Corporation purchased Loyd Electric in 1986

Additional Information

Master Electrician – San Antonio, Texas

Master Electrician – Austin, Texas

Master Electrician – Dallas, Texas

Master Electrician – State of Texas

Journeyman Electrician – Houston, Texas

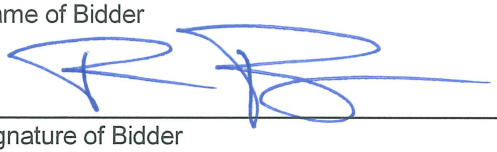
CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 6th day of April, 2026.

The Levy Company, LLC
Name of Bidder



Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Autos and Trucks	Yes	
Message Boards	Yes	
Air Compressors	Yes	
Arrow Boards	Yes	
Directional Drills	Yes	
Excavators	Yes	
Backhoe Loaders	Yes	
Mini Excavators	Yes	
Trailers	Yes	
Trenchers	Yes	
Bore Locator	Yes	
Bucket Truck	Yes	
Boom Crane & Truck	Yes	

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
Barricades	Texas Highway Systems, Inc
Concrete Flatwork	Rio Grande Constructors
Small Signs	Texas Highway Systems, Inc
Service Enclosures	WE Manufacturing
Striping and Pvmnt Mkgs	Pavement Markings Inc.
Traffic Signal Heads	Texas Highway Products, Ltd
Controller Cabinet	Paradigm Traffic Systems

BIDDER

Executed this: 6th Day of : April 2026

By: The Levy Company, LLC

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Guadalupe

Subscribed and sworn to before me this: 6th day of April, 2026

NOTARY PUBLIC

LEAH TINER
Notary Public, State of Texas
Comm. Expires 02-02-2030
Notary ID 11511429

END OF SECTION

LEVY
COMPANY

CITY OF EDINBURG NON-BRIBERY MODEL FORM

April 6, 2026

415 W. University Dr.
Edinburg, TX 78541

Dear City of Edinburg :

The undersigned party certifies that The Levy Company, 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.

Russell Perry
Printed name

Signature

President
Position in bidding company
April 6, 2026

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

**SEE ATTACHED ON LETTERHEAD

[*Date*]

[*Name and address*]

Dear [*Name of Owner*] :

The undersigned party certifies that [*Name of bidding company*] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

_____
Printed name

_____
Signature

_____
Position in bidding company

_____
Date

1

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

A. Notice of Intent to Award.

B. Agreement.

C. Requirements of Bidder.

D. Failure of Bidder to comply with requirements.

E. Notice to Proceed.

F. Pre-construction Conference.

G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

A. Owner will provide written Notice of Intent to Award (the Contract) to the selected bid or proposal, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

A. Within 14 days of receipt of the Notice of Intent to Award, the selected bidder or proposal shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

[X] Agreement Between the Owner and Contractor

[X] Performance Bond (100% of the Contract Amount)

[X] Payment Bond (100% of the Contract Amount)

[X] Affidavit of Insurance *(with Certificate of Insurance attached)*

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.

B. After Owner's written notice of default to the Bidder or proposal, Owner may award the Contract to the responsible Bidder whose offer is the next advantageous bid or proposal, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Instructions to Bidders.

6.0 NOTICE TO PROCEED

A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference.

8.0 STARTING THE PROJECT

A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Russell Perry, being first duly sworn, deposes and says that:
(Name)

(1) He is President of The Levy Company, LLC, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 6th day of April, 2026.

By: _____

LEAH TINER
Notary Public, State of Texas
Comm. Expires 02-02-2030
Notary ID 11511429

Notary Public
My commission expires 2/2/2030

END OF SECTION

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Guadalupe

BEFORE ME, the undersigned authority, on this day personally appeared

Russell Perry, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

The Levy Company, 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 April 6, 2026.
[Date]

Notary Public in and for the State of TEXAS

Leah Tiner
[Print or type Notary Public name]

LEAH TINER
Notary Public, State of Texas
Comm. Expires 02-02-2030
Notary ID 11511429
[Notary Seal]

My Commission Expires: 2/2/2030
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: The Levy Company, LLC
State of Incorporation: Texas
Mailing Address: 16294 IH 35 North, Selma, Texas 78154

- 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.*

Russell Perry, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

April 6, 2026
[Typed Date]

END OF DOCUMENT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

The Levy Company, Inc.
File Number: 802785210

Converting it to

The Levy Company, LLC
File Number: 805809556

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 12/03/2024

Effective: 12/03/2024

Jane Nelson
Secretary of State

Form 632
(Revised 12/23)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: See instructions

This space reserved for office use.

Certificate of Conversion of a Corporation Converting to a Limited Liability Company

Converting Entity Information

The name of the converting corporation is:
The Levy Company, Inc.

The jurisdiction of formation of the corporation is: Texas

The date of formation of the corporation is: 08/04/2017

The file number, if any, issued to the corporation by the secretary of state, is: 802785210

Converted Entity Information

The corporation named above is converting to a limited liability company. The name of the limited liability company is:

The Levy Company, LLC

The limited liability company will be formed under the laws of: Texas

Plan of Conversion *or* Alternative Statements

☐ The plan of conversion is attached.

If the plan of conversion is not attached, the following statements must be completed.

☒ In lieu of attaching the plan of conversion, the converting corporation certifies that:

A signed plan of conversion is on file at the principal place of business of the corporation, the converting entity. The address of the principal place of business of the corporation is:

16294 INTERSTATE 35 N	Selma	TX	USA	78154-1212
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

A signed plan of conversion will be on file after the conversion at the principal place of business of the limited liability company, the converted entity. The address of the principal place of business of the limited liability company is:

16294 INTERSTATE 35 N	Selma	TX	USA	78154-1212
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Certificate of Formation for the Converted Entity

Certificate of Formation for the Converted Entity

☒ The converted entity is a Texas limited liability company. The certificate of formation for the Texas limited liability company is attached to this certificate of conversion as an attachment or exhibit to either (i) the plan of conversion or (ii) this certificate if the plan has not been attached to the certificate of conversion. The certificate of formation includes a statement that the converted entity is formed under a plan of conversion and the name, address, date of formation, prior form of organization, and jurisdiction of formation of the converting entity.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☐ This document becomes effective at a later date, or a later date and time, not more than 90 days from the date of signing. The delayed effective date or date and time, as applicable, is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

_____

_____

Tax Certification

☐ Attached hereto is a certificate from the comptroller of public accounts that certifies the corporation as the converting entity is in good standing for purposes of conversion.

☒ In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Texas Business Organizations Code, or other law applicable to and governing the converting entity, to execute the filing instrument.

Date: 11/21/24

By: The Levy Company, Inc.
Name of converting entity (see instructions)

President
Signature and title of authorized person (see instructions)

James Westbrooks
Printed or typed name of authorized person

Form 205
(Revised 12/21)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555

Filing Fee: $300

This space reserved for office use.

Certificate of Formation
Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

The Levy Company, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
211 East 7th St., Suite 620	Austin	TX	78701

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each initial governing person.)

☒ A. The limited liability company initially has managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company does not initially have managers. The name and address of each initial member are set forth below.

INITIAL GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Traffic Management Solutions, LLC

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
8895 N Military Trail	Palm Beach Gardens	FL	US	33410

INITIAL GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

INITIAL GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Initial Mailing Address

(Provide the mailing address to which state franchise tax correspondence should be sent.)

16294 INTERSTATE 35 N	Selma	TX	78154-1212	USA
Mailing Address	*City*	*State*	*Zip Code*	*Country*

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is being formed pursuant to a Plan of Conversion. The Converting Entity is The Levy Company, Inc., a Texas for-profit corporation; its address is 16294 INTERSTATE 35 N, Selma, TX 78154-1212; it was chartered on August 4, 2017; its state of jurisdiction is Texas.

Organizer

The name and address of the organizer:

James Westbrooks
Name

8895 N Military Trail	Palm Beach Gardens	FL	33410
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, or a later date and time, not more than 90 days from the date of signing. The later effective date, or date and time is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned also affirms that, to the best knowledge of the undersigned, the name provided as the name of the filing entity does not falsely imply an affiliation with a governmental entity. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 11/21/24

Signature of organizer

James Westbrooks
Printed or typed name of organizer

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____
Signature of registered agent | *Printed name of registered agent* | *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company
Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

THE LEVY COMPANY, LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: _____ Brian Courtney, Asst. Vice President 12/3/2024
Signature of person authorized to act on behalf of organization | *Printed name of authorized person* | *Date (mm/dd/yyyy)*
Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

The Levy Company, LLC
[Typed Name of Company:]

Russell Perry, President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

April 6, 2026
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SECTION 00830

WARRANTY

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the warranty. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

1.05 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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 therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

1.06 PARTIAL UTILIZATION

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

B. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions 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. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

1.07 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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

1.08 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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified above and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or

OWNER's property might in any way be responsible 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.

B. Review of Application and Acceptance

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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. 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. Payment Becomes Due

Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. Final Completion Delayed

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

1.09 WAIVER OF CLAIMS

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to the above, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

END OF SECTION

Past Performance Evaluation Statement

The Levy Company, LLC made a good faith effort to obtain completed Past Performance Evaluations from the references identified in this proposal, including outreach via email and follow-up communications. Despite these efforts, we have not received all requested completed evaluation forms as of the submission deadline.

To demonstrate our commitment to compliance with the RFP requirements, we have included copies of our correspondence and requests to the identified references as evidence of our outreach efforts.

The Levy Company, LLC maintains a strong track record of successfully delivering projects of similar size, scope, and complexity. We would be pleased to provide additional references or facilitate direct contact with past clients upon request.

We respectfully request that the City consider our submission responsive based on the documentation provided and our demonstrated experience and qualifications.

From:	Leah Tiner
To:	"patrizia.longoria@pharr-tx.gov"
Cc:	Andy Ajas; Jose Garcia
Subject:	RE: Request for Past Performance Reference – City of Edinburg RFP
Date:	Tuesday, March 31, 2026 3:40:53 PM
Attachments:	5.4.26. Past_Performance_Evaluation - 844.pdf image001.png image002.png image003.png image004.png image005.png 5.4.26. Past_Performance_Evaluation-910.pdf 5.4.26. Past_Performance_Evaluation-911.pdf
Importance:	High

Hi Patrizia,

I wanted to follow up on my previous email regarding our request for your assistance with a past performance reference for The Levy Company, LLC on an upcoming City of Edinburg proposal.

To make this as simple as possible, I've attached the required evaluation form(s) for your convenience. The form is straightforward, and I am more than happy to assist with any information, draft responses, or background details you may need to complete it. I listed the project names at the tops of each form.

We are working within a proposal deadline, so if you are able to assist, we would greatly appreciate receiving the completed form by **Monday April 6, 2026.**.

Your insight and familiarity with our work would be extremely valuable to our submission, and we truly appreciate your time and consideration.

Please don't hesitate to reach out if you have any questions or if I can help in any way to make this easier.

Thank you again—we sincerely appreciate your support.

Leah Tiner - Contract Admin
Ph: 361-947-4331

The Levy Company, LLC
16294 IH 35N Selma, TX 78154

LEVY
A TMS COMPANY

From: Leah Tiner
Sent: Tuesday, March 31, 2026 12:40 PM
To: patrizia.longoria@pharr-tx.gov
Cc: Andy Ajas <AAjas@levycompany.com>; Jose Garcia <jgarcia@levycompany.com>
Subject: Request for Past Performance Reference – City of Edinburg RFP
Importance: High

Good afternoon Patrizia

I hope you are doing well.

The Levy Company, LLC is currently preparing a proposal for an upcoming project with the City of Edinburg, and as part of the RFP requirements, we are asked to submit past performance evaluations from individuals familiar with our work.

Given your previous experience with the City and your familiarity with our performance, we would greatly appreciate your assistance in serving as a reference for this effort.

The request would involve [briefly describe—completing a short evaluation form / providing a reference letter / being listed as a contact for verification]. I would be happy to provide any necessary information, draft language, or supporting documentation to make this as easy as possible.

Please let me know if you would be willing to assist, and if so, I will forward the required materials and any applicable deadlines.

We truly value your time and consideration, and we appreciate your continued support.

Thank you in advance, and I look forward to hearing from you.

Warm regards,

Leah Tiner - Contract Admin
Ph: 361-947-4331

The Levy Company, LLC
16294 IH 35N Selma, TX 78154



Project Name: City of Edinburg, Traffic Signal Improvemets Jackson Rd. and Chapin St.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The Levy Company, LLC

Reference Company Name: City of Edinburg

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The Levy Company, LLC

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

Project Name: Hildalgo County, Project#ST
P2B23(008)HESG, Control #0921-02-500

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The Levy Company, LLC

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[GO UNDERGROUND LLC] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-008

FM 2812 and Jasman Rd. Traffic Signal

RESPONSE DEADLINE: April 7, 2026 at 3:00 pm

Report Generated: Thursday, April 9, 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:
Apr 7, 2026 1:20 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Pass

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

Please do not upload multiple files.

Pricing_Proposal.pdf

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

Pass

Compliance_Packet_-_Jasman_Rd.pdf

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

Insured's_Copy_-_Acord.pdf
Auto_Insurance_State_Farm.pdf

4. Required Forms

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

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_-_signed.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_-_attach.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_-_attach.pdf

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_-_signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_-_signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_-_signed.pdf

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

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.

- 00460_Noncollusion_Affidavi...

Noncollusion_Affidavit_-_signed.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the

records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page 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*
Pass

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

BID BOND*
Pass

Please download the below documents, complete, and upload.

- 00411_Bid_Bond.pdf

04-07-26_Exc_BB_(5).pdf

STATEMENT OF BIDDERS QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- 00420 Statement of Bidders ...

Statement_of_Bidders_Qualifications_-_signed.pdf

CERTIFICATE OF BIDDERS EXPERIENCE AND QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- 00423 Certificate of Bidder...

Certificate_of_Bidders_Experience_and_Qualifications_-_signed.pdf

EQUIPMENT & MATERIAL LIST*
Pass

Please download the below documents, complete, and upload.

- 00425 Equipment & Material ...

Equipment_&_Material_List_-_signed.pdf

NON BRIBERY MODEL FORM*
Pass

Please download the below documents, complete, and upload.

- 00429 Non Bribery Model For...

Non_Bribery_Model_Form_-_signed.pdf

POST BID PROCEDURES*
Pass

Please download the below documents, complete, and upload.

- 00450_Post_Bid_Procedures_.pdf

Post_Bid_Procedures_-_attach.pdf

NON COLLUSION AFFIDAVIT*
Pass

Please download the below documents, complete, and upload.

- 00460_Noncollusion_Affidavi...

Noncollusion_Affidavit_-_signed.pdf

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM**
Pass

Please download the below documents, complete, and upload.

- 00620_Payment_Bond.pdf

Payment_Bond_-_attach.pdf

IF AWARDED, THE PAYMENT BOND WILL BE PROVIDED?*
Pass

Yes

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND*
Pass

Please download the below documents, complete, and upload.

- 00610_Performance_Bond.pdf

Performance_Bond_-_attach.pdf

IF AWARDED, THE PERFORMANCE BOND WILL BE PROVIDED?*
Pass

Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- 00625_Affidavit_of_Insuranc...

Affidavit_of_Insurance_-_signed.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- 00630_Form_of_Business.pdf

Form_of_Business_-_signed.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- 00640_Certificate_Regarding...

Certificate_Regarding_Debarment_-_signed.pdf

WARRANTY*
Pass

Please download the below documents, complete, and upload.

- 00830_Warranty_(1).pdf

Warranty_-_attach.pdf

DRAFT AGREEMENT
Pass

Please download the below documents. *No response is required; for reference only.

- DRAFT_Agreement_(1).pdf

DRAFT_Agreement_-_info.pdf

PAST PERFORMANCE EVALUATION*
Pass

Please download the below documents, complete, and upload 5 past performance evaluations.

- Past_Performance_Evaluation...

Past_Performance_Evaluation_-_signed.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
100 7002	PREP ROW	1	LS	$14,000.00	$14,000.00
247 7277	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	40	SY	$80.00	$3,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
416 7006	DRILL SHAFT (36 IN)	64	LF	$378.20	$24,204.80
500 7001	MOBILIZATION	1	LS	$23,500.00	$23,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$4,200.00	$25,200.00
556 7009	PIPE UNDERDRAINS (TY 9) (6")	16	LF	$200.00	$3,200.00
618 7064	CONDT (PVC) (SCH 80) (4")	401	LF	$25.62	$10,273.62
618 7065	CONDT (PVC) (SCH 80) (4") (BORE)	218	LF	$54.90	$11,968.20
620 7009	ELEC CONDR (NO.6) BARE	747	LF	$2.56	$1,912.32
620 7010	ELEC CONDR (NO.6) INSULATED	57	LF	$2.75	$156.75
620 7012	ELEC CONDR (NO.4) INSULATED	531	LF	$3.97	$2,108.07
621 7006	TRAY CABLE (4 CONDR) (12 AWG)	886	LF	$3.05	$2,702.30
624 7005	GROUND BOX TY C (162911)	10	EA	$1,689.70	$16,897.00
628 7322	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	1	EA	$3,782.00	$3,782.00
644 7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	$2,623.00	$10,492.00
644 7073	REMOVE SM RD SN SUP&AM	4	EA	$1,213.90	$4,855.60
666 7006	REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	500	LF	$1.22	$610.00
666 7024	REFL PAV MRK TY I (W) (8") (SLD) (100MIL)	330	LF	$2.44	$805.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
666 7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	90	LF	$7.32	$658.80
666 7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	4	EA	$219.60	$878.40
666 7353	PAVEMENT SLER (ARROW)	4	EA	$109.80	$439.20
666 7354	PAVEMENT SLER (WORD)	4	EA	$219.60	$878.40
666 7373	PAVEMENT SLER 4" (CALLOUT)	500	LF	$0.61	$305.00
666 7374	PAVEMENT SLER 6" (CALLOUT)	6,320	LF	$0.79	$4,992.80
666 7375	PAVEMENT SLER 8" (CALLOUT)	330	LF	$1.22	$402.60
666 7379	PAVEMENT SLER 24" (CALLOUT)	90	LF	$3.66	$329.40
666 7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	2,000	LF	$1.59	$3,180.00
666 7423	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	3,500	LF	$1.59	$5,565.00
668 7091	PREFAB PM TY C (W)(ARROW)	4	EA	$488.00	$1,952.00
668 7103	PREFAB PM TY C (W)(WORD)	4	EA	$707.60	$2,830.40
672 7002	REFL PAV MARK TY II I-C	18	EA	$12.20	$219.60
672 7004	REFL PAV MARK TY II A-A	100	EA	$12.20	$1,220.00
677 7001	ELIM EXT PM & MRKS (4")	9,000	LF	$0.92	$8,280.00
677 7004	ELIM EXT PM & MRKS (8")	260	LF	$1.83	$475.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
677 7006	ELIM EXT PM & MRKS (12")	164	LF	$2.75	$451.00
677 7008	ELIM EXT PM & RKS (24")	90	LF	$5.49	$494.10
677 7009	ELIM EXT PM & RKS (ARROW)	4	EA	$146.40	$585.60
677 7015	ELIM EXT PM & RKS (WORD)	4	EA	$244.00	$976.00
678 7001	PAV SURF PREP FOR MRK (4")	500	LF	$0.31	$155.00
678 7002	PAV SURF PREP FOR MRK (6")	6,320	LF	$0.40	$2,528.00
678 7004	PAV SURF PREP FOR MRK (8")	330	LF	$0.61	$201.30
678 7008	PAV SURF PREP FOR MRK (24")	90	LF	$1.83	$164.70
678 7009	PAV SURF PREP FOR MRK (ARROW)	4	EA	$73.20	$292.80
678 7016	PAV SURF PREP FOR MRK (WORD)	4	EA	$122.00	$488.00
680 7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$8,540.00	$8,540.00
680 7002 a	*CONTROLLER W/CABINET (part of 680 7002 for reference only)	1	EA	$32,330.00	$32,330.00
680 7002 b	*GROUND ROD (part of 680 7002 for reference only)	4	EA	$152.50	$610.00
680 7002 c	*LUMINAIRE ON TRAFFIC SIGNAL POLE (part of 680 7002 for reference only)	4	EA	$793.00	$3,172.00
682 7001	VEH SIG SEC (12")LED(GRN)	6	EA	$433.10	$2,598.60
682 7002	VEH SIG SEC (12")LED(GRN ARW)	2	EA	$433.10	$866.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
682 7003	VEH SIG SEC (12")LED(YEL)	6	EA	$433.10	$2,598.60
682 7004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	$433.10	$1,732.40
682 7005	VEH SIG SEC (12")LED(RED)	8	EA	$433.10	$3,464.80
682 7037	BACKPLATE W/REFL BRDR(4 SEC)	8	EA	$213.50	$1,708.00
684 7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	832	LF	$3.05	$2,537.60
684 7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	2,050	LF	$0.92	$1,886.00
684 7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	163	LF	$1.89	$308.07
686 7035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$25,153.96	$25,153.96
686 7039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$26,391.04	$79,173.12
688 7004	VEH LP DETECT (SAWCUT)	1,175	LF	$14.64	$17,202.00
TOTAL					**$382,693.11**

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
100 7002	PREP ROW	1	LS	14,000.00	14,000.00
247 7277	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	40	SY	80.00	3,200.00
416 7006	DRILL SHAFT (36 IN)	64	LF	378.20	24,204.80
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620 7012	ELEC CONDR (NO.4) INSULATED	531	LF	3.97	2,105.42
621 7006	TRAY CABLE (4 CONDR) (12 AWG)	886	LF	3.05	2,702.30
624 7005	GROUND BOX TY C (162911)	10	EA	1,689.70	16,897.00
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666 7379	PAVEMENT SLER 24" (CALLOUT)	90	LF	3.66	329.40
666 7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	2,000	LF	1.59	3,172.00
666 7423	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	3,500	LF	1.59	5,551.00
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677 7006	ELIM EXT PM & MRKS (12")	164	LF	2.75	450.18
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678 7001	PAV SURF PREP FOR MRK (4")	500	LF	0.31	152.50
678 7002	PAV SURF PREP FOR MRK (6")	6,320	LF	0.40	2,543.70
678 7004	PAV SURF PREP FOR MRK (8")	330	LF	0.61	201.30
678 7008	PAV SURF PREP FOR MRK (24")	90	LF	1.83	164.70
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682 7004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	433.10	1,732.40
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684 7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	163	LF	1.89	308.21
686 7035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	25,153.96	25,153.96
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688 7004	VEH LP DETECT (SAWCUT)	1,175	LF	14.64	17,202.00
TOTAL					382,645.04

GO UNDERGROUND LLC

Statement of Qualifications and Compliance Packet
Date: 4/7/2026

Cover Sheet

Submitted To: City of Edinburg
Submitted By: GO Underground, LLC

GO UNDERGROUND LLC
211 W. Jefferson Ave Ste. 7
Harlingen Tx 78550
Phone: (956) 412-6100
Email: goexcavate@yahoo.com

Primary Contacts:

- Jose Olivares – Estimator / Superintendent / Traffic Control / Flagger Instructor
- Juan Olivares – Project Manager / Scheduler / Payroll Officer / Environmental Rep / Safety Coordinator
- Soledad Bravo – Office Manager / Accounts Payable / DBE Liaison Officer

Mission Statement

At **GO UNDERGROUND LLC**, our mission is to deliver safe, precise, and efficient underground utility and civil construction services that exceed expectations. As a DBE/SBE-certified company, we bring decades of experience, accountability, and community commitment to every project. We operate with integrity, lead with grit, and uphold the highest standards of workmanship.
We don't just build projects — we build trust, one trench at a time.

Company Information

- **Business Name:** GO UNDERGROUND LLC
- **Location:** Harlingen, Texas
- **Email:** goexcavate@yahoo.com
- **Phone:** (956) 412-6100

Key Personnel:

- Jose Olivares
- Juan Olivares
- Soledad Bravo

Representative Completed Projects – 2022 to 2024

1. **STP 1902(311) FM 1847** – $1,451,593.25 – TxDOT – *Completed*
2. **Dicker Road Improvements** – $4,167,900.72 – City of McAllen – *Completed (Retainage Pending)*
3. **Jefferson Drainage** – $278,891.98 – City of Harlingen – *Completed*
4. **Port of Harlingen Road & Truck Queuing** – $890,187.11 – Port of Harlingen – *Completed*
5. **Weslaco Water & Sewer Improvements** – $276,605.11 – Hidalgo Urban County – *Completed*
6. **Bayview Irrigation Canal Conversion** – $659,032.20 – Bayview Irrigation District – *Completed*
7. **2018 Bond Group A Drainage** – $469,293.74 – City of McAllen – *Completed*
8. **NH 2021 (193) SH 100** – $115,831.00 – TxDOT – *Completed*
9. **Bradwell Subdivision** – $210,000.00 – Private – *Completed*
10. **Daffodil Avenue Widening** – $5,535,400.32 – City of McAllen – *Completed*
11. **Hwy 281/FM 88 Drainage Improvements** – $1,475,360.00 – HCDD1 – *Completed*
12. **Dove Avenue Drainage Improvements** – $3,258,584.74 – City of McAllen – *Completed*
13. **Las Milpas Road Drainage, Bridge, and Traffic Singal Installation** – $3,694,806.64 – Hidalgo County Purchasing Dept. – Completed (Est. Sept 2022)
14. **City of La Feria Drainage Improvements GLO CDBD-DR 23-152-002-E069** – $1,069,931.00 – City of La Feria – In Progress (Est. Sept 2026)
15. **South Texas Floods Fund Sewer Improvements** – $732,192.98 – City of Donna - Completed (Est. Sept 2025)
16. **City of La Feria Drainage Improvements Project GLO CDBG-DR 24-067-023-E210** – $903,646.21 – City of La Feria – Completed
17. **City of San Juan Lift Station No. 6** – $3,387,183.20 – City of San Juan – In Progress (Est. Sept 2026)

18. **5TH and 7TH Storm Sewer Improvements** – $2,664,905.67 – City of Harlingen – In Progress (Est. Sept 2026)
19. **Parking Lot Expansion Rosebud Lott ISD Elem. School** - $300,000.00 – City of Lott – In Progress (Est. Feb 2026)
20. **Coffee Road Roadway Drainage & Utility Improvements 005-02-EPW-IFB** - $4,520,229.06 – City of Brownsville - Awarded (Est. 2027)
21. **Construction of Two (2) Pump Bypass Stations C5(254BL) & C6(255)** – City of McAllen - $516,152.91 – Awarded (Est. 2026)

Major Equipment Inventory

- Excavators (John Deere, CAT, Volvo)
- Wheel Loaders, Backhoes, Compactors
- Gamaco GT3200 Curb Machines
- Cold Planers, Sweepers, Pavers
- Dump Trucks, Flatbeds, Trenchers, Forklifts

Company Personnel Breakdown

Field Personnel

- Foremen: 5
- Equipment Operators: 6
- Utility Laborers: 30
- Common Laborers: 5

Administrative & Management

- George Olivares – President/Authorized Representative
- Jose Olivares – Estimator/Superintendent/Traffic Control Instructor/Safety
- Juan Olivares – Project Manager/Scheduler/Environmental Rep/Payroll Officer/Safety Coordinator
- Orlando Amaro – Project Manager / Quality Control
- Soledad Bravo – Office Manager / DBE Liaison Officer / Accounts Payable
- Gabriela Alcala – Contract Specialist

Banking Reference

Bank Name: Greater State Bank
Branch Address: 118 N Salinas Blvd, Donna, TX 78537
Account Manager: Trae Desiga
Phone: (956) 420-4782

Compliance Declarations

- No failed completions or disbarments in past five years
- No known conflicts of interest
- Non-collusion affidavit certified
- HUD Section 3 compliant
- Adheres to EEO and Minority Business Enterprise goals

Appendices
Appendix A: Resume – Jose G. Olivares
Appendix B: Resume – Juan J. Olivares
Appendix C: Resume – George Olivares
Appendix D: References and Certifications
Appendix E: Capacity Statement

Appendix A – Resume: Jose G. Olivares

Name: Jose G. Olivares
Title: Estimator / Superintendent / Traffic Control / Flagger Instructor
Phone: (956) 412-6100

Summary

Seasoned construction professional with **14+ years of hands-on experience** managing civil infrastructure projects, including water, sewer, and storm drainage. Demonstrates consistent accuracy in estimating, crew supervision, scheduling, and material procurement. Strong leadership in safety instruction and traffic control coordination on municipal, DOT, and utility jobs.

Core Competencies

- Cost Estimating & Quantity Takeoffs
- Field Supervision & Subcontractor Oversight
- OSHA Compliance & Safety Leadership
- Traffic Control Planning / Flagger Instruction
- Materials Procurement & Delivery Scheduling
- Coordination with Engineers & Municipal Inspectors

Professional Experience

GO UNDERGROUND LLC – *Harlingen, TX*
Estimator / Superintendent
2010–Present

- Prepares competitive bids for municipal, DOT, and private utility work
- Oversee daily field activities and manage multi-discipline crews
- Coordinates traffic control plans and instruct company-wide flagger training
- Serves as primary liaison with municipal inspectors and third-party testing labs
- Reviews plans, develops takeoffs, and ensures timely material delivery

Certifications

- OSHA 10 Hour – Construction
- OSHA 30 Hour – Construction

Appendix B – Resume: Juan J. Olivares

Name: Juan J. Olivares
Title: Project Manager / Scheduler / Payroll Officer / Environmental Representative / Safety Coordinator
Phone: (956) 412-6100

Summary

Results-driven construction professional with **14+ years of progressive experience** in civil infrastructure and underground utilities. I am known for field leadership, certified payroll compliance, TX DOT wage reporting, and production tracking. Proven success managing multi-million-dollar public works projects for municipalities and state agencies. Brings a foundation of discipline, accountability, and mission-first execution.

Core Competencies

- Project Management & Crew Oversight
- Construction Scheduling & Progress Monitoring
- Certified Payroll & Labor Compliance
- Production Report Tracking & Documentation
- Utility Installation (Water, Sewer, Drainage)
- Field Measurements & Non-Licensed Surveying (Benchmarks, Offsets, Elevations)
- Bid Preparation, Quantity Takeoffs, & Excel-Based Reporting
- OSHA & Environmental Safety Coordination
- Coordination with Engineers, Municipal Owners & Subcontractors

Professional Experience

GO UNDERGROUND LLC – *Harlingen, TX*
Project Manager / Scheduler / Payroll Officer / Environmental Representative / Safety Coordinator
2010–Present

- Leads field execution for TxDOT and city-led infrastructure projects
- Tracks daily production metrics and delivers internal/client progress reports
- Conducts field layout and as-builts (non-licensed surveying practices)

- Oversee certified payroll reporting and prevailing wage compliance
- Interfaces with engineers, subcontractors, and inspectors on job performance
- Prepares project bids, maintains construction schedules, and supports QA/QC

Sears Holdings Corporation – *McAllen, TX*
Loss Prevention Officer
2008–2010

- Conducted surveillance and internal investigations to reduce shrink
- Trained floor staff in customer service safety and loss prevention tactics
- Prepared incident reports and collaborated with law enforcement

Military Service

- **Branch:** United States Marine Corps
- **Service Period:** 2004–2008
- **Rank:** E-4 Corporal
- **Deployment:** Operation Enduring Freedom (OEF)
- **Responsibilities:**
- Led security and logistics teams in active-duty environments
- Managed sensitive equipment inventory and mission readiness
- Executed convoy operations, base defense, and situational reporting

Certifications

- OSHA 10 Hour – Construction
- OSHA 30 Hour – Construction

Appendix C – Resume: George Olivares

Name: George Olivares
Title: President / Owner / Authorized Representative
Phone: (956) 412-6100

Summary

Accomplished business owner with **over 20 years of experience** in heavy civil construction, utility installation, and company leadership. Founder of GO UNDERGROUND LLC, overseeing all aspects of strategic planning, bidding, contract negotiation, compliance, and financial management. Known for developing strong public and private partnerships and delivering successful infrastructure projects throughout South Texas.

Core Competencies

- Executive Oversight & Business Management
- TxDOT & Public Agency Compliance
- Contract Negotiation & Bonding Strategy
- Risk Management & Insurance Coordination
- Strategic Growth & Vendor Development
- DBE/SBE Program Participation & Liaison

Professional Experience

GO UNDERGROUND LLC – *Harlingen, TX*
President / Authorized Representative
2009–Present

- Founded and developed company operations for civil and utility work
- Manages all administrative, financial, and operational aspects of the business
- Leads corporate relations with engineers, clients, municipalities, and bonding agencies
- Oversee TxDOT bidding strategies, certifications, and prequalification requirements
- Ensures corporate compliance with DBE/SBE requirements and public procurement standards

Certifications / Designations

- Disadvantaged Business Enterprise (DBE) Certified – TxDOT Civil Rights Division
- Small Business Enterprise (SBE) Certified – State of Texas
- TxDOT Prequalified Contractor – $45.9M bidding capacity (as of 2023)

500 N. Central Expressway, Ste. 550
Plano, TX 75074
assuredpartners.com

December 1, 2025

Go Underground, LLC
211 W. Jefferson Avenue, Ste. 7
Harlingen, TX 78550

Re: Bond Reference Letter – Go Underground, LLC

To Whom It May Concern:

Please accept this letter as verification of the fine standing that Go Underground, LLC has with our agency and United States Fire Insurance Company since 2022. Go Underground, LLC has demonstrated a proven ability to deliver quality projects on time and within budget. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner.

From a bonding perspective, Go Underground's financial position and superior qualifications allow them to qualify for bonded jobs in the $20,000,000 single and $30,000,000 aggregate range with United States Fire Insurance Company. United States Fire Insurance Company is rated A (Excellent) XV by AM Best and is listed on the U.S. Treasury Department's Listing of approved Sureties with an underwriting limitation of $188,805,000. We anticipate providing performance and payment bonds on any current or future projects once the project is agreeable to both parties, proper contracts are in place, and normal underwriting occurs.

We know that if you use Go Underground, LLC you will be very pleased with the excellent quality of work performed within the contract guidelines. The professionalism displayed by this firm is well known and has become a trademark of their company. We at AssuredPartners consider it a privilege to work with such a fine organization. We highly recommend Go Underground, LLC without reservation.

If you have any further questions, please don't hesitate to give me a call at 972-331-3725.

Sincerely,

Russ Frenzel, Attorney-in-Fact
AssuredPartners
russ.frenzel@assuredpartners.com
972-331-3725

**We at Baldwin-Cox Agency are not liable for any reason final bonds are not executed. All bonds are a matter between the Surety Company and the Contractor.

Greater State BANK

Genuine hometown banking!

Re: Bank Reference Letter

To whom it may concern:

This letter is provided at our customer's request to inform you of the following:

Name of Customer: George Olivares (GO Underground LLC)

Date of Account Opening: February 12, 2024

Average monthly/yearly balances maintained: 7 figures.

We confirm that this relationship is maintained in a satisfactory manner.

I can be contacted at the following number and email.

Trae Desiga

Branch Manager/Account Executive

Greater State Bank

956-420-4782

Jg.desiga@greaterstate.bank

B2Z ENGINEERING

September 30, 2021

GO Underground, L.L.C.

217 E. Monroe Avenue

Harlingen, TX 78550

To whom it may concern,

It gives me great pleasure to write this letter of recommendation for GO Underground. GO Underground (GO) has served as a very reliable and dependable subcontractor working on the Dicker Road Project for Precinct #3. My name is Saul Munoz, and I am the Project Manager assisting Precinct #3 with the Project management, inspection, and material testing. I oversee GO's work on the Dicker Road project.

I have known GO for the past two years as they were tasked with installing all the underground drainage, sheet piling slope protection and riprap on Dicker Road. I have had the opportunity to observe their participation and interaction with the work and to evaluate their experience and knowledge of the subject matter. They are an outstanding contractor in all respects. GO has proven that through good communication, hard work, follow through and teamwork is the key to success. Two GO examples of teamwork are provided below.

GO worked closely with Precinct #3 to initiate and complete a $636,335.00 change order (CO). The CO was for McAllen PU to install a 12" water line on the north side of Dicker Road that services both McAllen and the City of Hidalgo. GO provided very acceptable prices, and the work was completed ahead of schedule.

GO working closely with Precinct #3 and myself initiated a cost savings opportunity during the concrete pipe installation. They provided a cost savings of $170,885.00 for Precinct #3 by substituting a select backfill for the pipe with very good natural soils from the project. The funds were utilized by Precinct #3 for other major improvements being considered for Dicker Road.

GO Underground is well equipped to grow from any challenges that may be presented with any drainage related type of construction project. Their knowledge, skill, and expertise in underground storm sewer construction, shows that they are prepared for any sizable project. I would strongly suggest making GO Underground a part of your team.

Sincerely,
Saul R. Munoz, P.E.

P.O. Box 2724 • McAllen, TX 78502
(956) 585-3773 • www.B2ZEng.com

LAGUNA MADRE WATER DISTRICT

November 17, 2017

George Olivares
GO Underground, L.L.C.
217 E. Monroe Avenue
Harlingen, TX 78550

Re: Letter of Recommendation for GO Underground, L.L.C.

Dear Mr. Olivares,

As you're aware, I serve as the District Engineer for the Laguna Madre Water District. I performed construction management for Port Isabel Wastewater Treatment Plant Outfall Extension, and GO Underground was the Contractor who completed this work. Laguna Madre WD awarded construction contract on September 28, 2016, to GO Underground for 5,510 linear feet of 36 inch gravity sewer PVC pipe, 19 fiberglass manholes, and a Diffuser Assembly that discharged directly to Laguna Madre Bay at the Port Isabel Wye. Install did not begin until January 16, 2017, because we were waiting for approved Construction Permit from Real Estate Division of US Army Corps of Engineers. Final contract amount was $1,082,498.

Change order for final quantities adjustment was approved by Board of Directors on May 10, 2017, and required substantial completion date was May 15, 2017. Quantity adjustment resulted in a 1.6% increase from original contract amount. Increase was due to existing 27" connection being located farther from proposed pipeline than what was shown in original plans. GO Underground completed install as shown in plans and specifications prepared by Carollo Engineers, including field changes as needed when encountering unforeseen conditions. Project was completed on time and under budget, and we worked well together. Contractor did a good job coordinating pipeline install with Texas Pack, Subsea 7, and Carollo Engineers. The District is completely satisfied with GO Underground's work, and we recommend the Contractor for future work.

Respectfully,

Charles Ortiz

Mr. Charles F. Ortiz, P.E.
District Engineer
Laguna Madre Water District
105 Port Road
Port Isabel, TX 78578
Ph: (956) 943-2626 Ext. 130

TO WHOM IT MAY CONCERN

RE: GO-Underground, LLC
217 E. Monroe Avenue
Harlingen, TX. 78550

Dear Recipient:

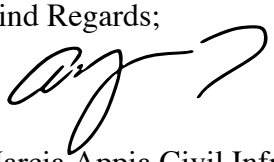
Please accept this letter containing a brief statement of disclosure in connection to our professional experience with above referenced company.

We are pleased to inform you that our professional experience with GO-Underground, LLC rest on a water utility project for which Go-Underground, LLC was contracted by the City of San Juan, TX. At the time I was employed by a local engineering firm and acted as the project design engineer. Go-Underground performed their duties as a general contractor and carried on with their contract obligations in a professional manner. Go-Underground completed the project within the contract time frame and contract amount. Below you may find an outline of positive observations that I consider provide insight to the quality of work furnished by GO-Underground:

- Excellent concrete work. Go-Underground casted in place two reinforced concrete junction boxes, and a storm drainage inlet.
- Excellent water utility work. Go-Underground installed 2,000 linear feet of AWWA C 900 DR 18 Pipe. Bedding and haunching per contract documents.
- Excellent traffic control management. The project involved open cutting the section of pavement under East and West Frontage Turn Around Lane of U.S. Expwy. 83 at its intersection with Cesar Chavez in San Juan Texas. Both Frontage Lanes were open cut as well as the Turn Around Lane under the Overpass Bridge.
- Go-Underground was responsive. The project was completed as specified in the engineering plans without interruption. Go-Underground furnished the materials and quality of work as specified by the contract documents.

Please feel free to contact me if you should require additional information regarding this matter.

Kind Regards;



Marcia Appia Civil Infrastructure Consultant Engineers, LLC.
By: Alfonso A. Gonzalez, P.E. President
117 W. Upas Avenue,
McAllen TX. 78501
Texas Engineering Firm Registration No. F-22033

Alfonso@marciaappia.com
w/out enclosures.

VIP
Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577

tel:(956) 787-8536
fax:(956) 787-7232

August 3, 2020

City of Brownsville
1001 E. Elizabeth St.
Brownsville, TX 78521

To Whom it May Concern:

It has been the privilege of Valley Insurance Providers and Philadelphia Indemnity to provide surety bonds on behalf of GO Underground, LLC for over 7 years, during which time of GO Underground, LLC, has performed and we have issued performance and payment bonds for contracts valued in the range of 2,000,000. In our opinion of GO Underground, LLC remains properly financed, well equipped and capably managed. During this time Philadelphia Indemnity has had no claim issues. Any consideration given to our valued client of GO Underground, LLC will be greatly appreciated.

Currently of GO Underground, LLC has a 3,000,000 single project/ 7,000,000 aggregate bonding capacity. As always Philadelphia Indemnity reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

Philadelphia Indemnity is listed on the U.S Treasury Department's listing of Approved Sureties (2005 Department Circular 570) and has a AM Best Rating of A with a Financial Size Category of XV.

Very Truly Yours,

Andy Alvarez

Andy Alvarez
Attorney-in-Fact

August 1, 2025

Vendor Number: 1800258954900

Mr. George Olivares
GO Underground, Limited Liability Company
211 W. Jefferson Ave., Ste. 7
HARLINGEN, TX 78550

Congratulations, your CPA Statewide HUB certification has been APPROVED!

The Comptroller of Public Accounts (CPA) Statewide Historically Underutilized Business (HUB) Program has approved the HUB certification for **GO Underground, Limited Liability Company** for the next four years. You may now introduce your business to state agencies and state institutions of higher education (universities) as a State of Texas certified HUB. The Statewide HUB Program staff is available to provide training on the state's procurement process, the National Institute of Governmental Purchasing (NIGP) Codes, and the many HUB resources available to help your business flourish.

The State of Texas purchasers refer to the products and services being purchased with numerical descriptions from the NIGP codes. The Centralized Master Bidders List (CMBL) is a primary search tool for state purchasers to notify vendors of procurement opportunities by email and requires a $70 annual fee. The HUB Directory provides a free listing to all active certified HUBs and can be found as a sub-listing within the CMBL search page. All CMBL and HUB Directory vendors MUST complete a vendor business profile that includes the NIGP codes that best describe the products or services they can provide. HUBs are encouraged to increase their business visibility by registering on the CMBL.

To register and manage a business profile on the CMBL and/or HUB Directory, go to the CPA's secure TxComptroller eSystems portal website: https://comptroller.texas.gov/purchasing/vendor/cmbl/. A profile on both the HUB Directory and CMBL, can be managed as one in either system.

Your official HUB verification document is your HUB DIRECTORY PROFILE which can be found on our CMBL system https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do. The HUB profile includes the VID Number, business name and contact information, as well as the HUB certification and expiration dates. Your printable HUB certificate will be accessible via the online registration system (https://texashub.gob2g.com) within a few days of receipt of this notice. The “HUB ONLY” search option is the HUB Directory within the CMBL search page

Welcome to the Statewide HUB Program! We wish you much success in your business endeavors with the state of Texas and hope you will participate in HUB Forums and HUB education and outreach events.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1800258954900**
Approval Date: **August 1, 2025**
Scheduled Expiration Date: **August 1, 2029**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

GO Underground, Limited Liability Company

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 1, 2025**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1800258954900**
Approval Date: **August 1, 2025**
Scheduled Expiration Date: **August 1, 2029**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

GO Underground, Limited Liability Company

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 1, 2025**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, 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.

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125 E 11th St | Austin, Texas 78701
512.416.4705
txdot.gov

05/08/2025

George Olivares
Owner
GO Underground, Limited Liability Company
217 E. Monroe Street
Harlingen, TX 78550

Re: Annual Declaration of Eligibility (DOE) Approval

Dear George Olivares:

TxDOT has determined that GO Underground, Limited Liability Company continues to meet the eligibility requirements of the federal [DBE program at 49 CFR Part 26.] Your firm is listed in the Texas Unified Certification Program directory located at www.txdot.txdotcms.com. This directory lists all certified DBEs/ACDBEs that are eligible to participate as such in DOT-assisted contracts and procurements.

It is your obligation to submit the DOE annually on or before your next certification anniversary. A system generated courtesy reminder will be sent to the email address of record in advance of the DOE due date.

Certification Anniversary: ***Month 5/Day 31***

All DBEs certified pursuant to 49 CFR Part 26, are automatically certified in TxDOT's Small Business Enterprise (SBE) Program and are eligible to participate in state-funded contracts and procurements.

For information regarding supportive services or contracting and procurement opportunities at TxDOT, email CIV_Outreach@txdot.gov. For contracting opportunities offered by any of the TUCP certification partners, contact the entity directly.

For general inquiries regarding DBE/ACDBE certification contact Monique Pettaway at (512) 416-4705.

Sincerely,

Michael D. Bryant
Director, Civil Rights Division

CC: Monique Pettaway

City of Austin
Certification Division
512-974-7645

City of Houston
Certification & Designations
(832) 393-0600 Option (1)

Corpus Christi Regional Transportation Authority
361-289-2712

North Central Texas Regional Certification Agency
817-640-0606

South Central Texas Regional Certification Agency
210-458-3226

Texas Department of Transportation Civil Rights Division
512-416-4705

125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

April 22, 2025

GO UNDERGROUND, LIMITED LIABILITY COMPANY
211 W. JEFFERSON AVENUE, STE. 7
HARLINGEN TX, 78550

RE: TxDOT Vendor Number 15887

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2025.

Your bidding capacity has been set at $122,194,350.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

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

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

PRODUCER

State Farm

TITO RESENDEZ, AGENT
STATE FARM INSURANCE
922 E HARRISON AVE
HARLINGEN, TX 78550

CONTACT NAME: Kassie Gonzales
PHONE (A/C, No, Ext): 956.423.8486 FAX (A/C, No): 956.423.8765
E-MAIL ADDRESS: kassie.gonzales.vaewl2@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Go Underground LLC
211 W Jefferson Ave Ste. 7
Harlingen, Tx 78550

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			053 8558-C04-53	09/04/2025	09/04/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

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

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PRODUCER

State Farm

TITO RESENDEZ, AGENT
STATE FARM INSURANCE
922 E HARRISON AVE
HARLINGEN, TX 78550

CONTACT NAME: Kassie Gonzales
PHONE (A/C, No, Ext): 956.423.8486 FAX (A/C, No): 956.423.8765
E-MAIL ADDRESS: kassie.gonzales.vaewl2@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Go Underground LLC
211 W Jefferson Ave Ste. 7
Harlingen, Tx 78550

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			053 8558-C04-53	09/04/2025	09/04/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature

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GO Underground, LLC
211 W. Jefferson Ave, Ste 7
Harlingen, TX 78550

April 7, 2026

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: FM 2812 & Jasman Road Traffic Signal, RFP No. 2026-008

To Whom It May Concern:

This statement serves to verify the workforce and workload capacity of Go Underground, LLC. Since its establishment, the company has consistently demonstrated the ability to deliver quality projects on time and within budget. Go Underground, LLC maintains a well-managed, progressive team with a reputation for providing construction services efficiently and professionally.

- **Workforce Capacity:**
  The company employs a skilled workforce capable of handling projects in the $20,000,000 single and $30,000,000 aggregate range with an underwriting limitation of $188,805,000. The team's qualifications and experience enable them to manage multiple projects simultaneously while maintaining high standards of quality and safety.

- **Workload Capacity:**
  Go Underground, LLC has a proven track record of managing substantial workloads, as evidenced by their ability to maintain average monthly/yearly balances in the seven-figure range. Their financial stability and operational efficiency allow them to qualify for and successfully complete large-scale bonded jobs.

- We are local to the Rio Grande Valley Area with an office and staff who have lived and worked in the area since 1953. We have experience and knowledge with the Regulations listed in the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. As well as OSHA's General

Industry Standards. We also have excellent relationships with Supplier's and are able to obtain the best pricing for our projects and materials due to the volume of work we do in this area. No one is more committed to their project's success.

- Our irrigation and drainage construction along highways and streets runs deep with over 100 completed state, local, district, and private projects. Our teams know how to work on large projects on occupied streets and highways. We are experienced at minimizing disruption to the traffic and general contractor's progress and momentum. We will do whatever is necessary to stay ahead of general contractor so as not to slow them down.

- We have done previous work with the local area TX DOT Engineering Departments, which means we already have an established relationship and will immediately bring a collaborative and communicative attitude to the project.

- GO UNDERGROUND, LLC. has already proven our commitment through the success of our contracted and sub-contracted work and has all the necessary equipment to complete this project.

Our organization possesses the staff, equipment resources, and management capabilities to complete this project within the specified timeframe. We have a workforce of 42 plus employees, including:

- 2 - Project Managers
- 5 - Superintendents/Foremen
- 30 - Skilled Laborers/Technicians
- 8 - Equipment Operators
- 2 - Quality Control Personnel
- 5 - Administrative & Support Staff

Current Workload:
Our active projects utilize approximately 20% of our workforce capacity. We maintain the remaining 80% available capacity for immediate deployment to this project. Our scheduling team actively monitors manpower distribution to avoid over-allocation and ensure every project receives adequate staffing.

Surge Capacity:
We maintain scalable access to subcontracted labor, on-call crews, and company owned equipment, enabling us to increase labor and resource levels by up to 100% during peak

activity periods. This ensures we can meet accelerated schedules, critical path activities, or owner-driven changes without disruption.

Commitment to Timely Completion:
We confirm that our current workload does not conflict with this project's requirements. Upon receiving award, our company can immediately assign a dedicated project manager, field supervisor, and full crew to support mobilization and maintain steady project progress.

We anticipate that Go Underground, LLC will continue to deliver excellent results on current and future projects. The professionalism and reliability displayed by this firm are well known and have become a trademark of their organization.

If you require further information regarding workforce or workload capacity, please contact:

- Saul Munoz P.E., B2zEngineering
  Email: saul@b2zeng.com
  Phone: 956-650-9114

- Russ Frenzel, Attorney-in-Fact, Assured Partners
  Email: russ.frenzel@assuredpartners.com
  Phone: 972-331-3725

- George Olivares, President
  Email: goexcavate@yahoo.com
  Phone: 956-412-6100

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2025

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

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PRODUCER
Higginbotham Insurance Agency Inc.
1400 N McColl Road Suite 105
McAllen TX 78501

License#: 2081754

CONTACT NAME: Mary Villarreal
PHONE (A/C, No, Ext): 956-668-3515 **FAX (A/C, No):** 956-668-3515
E-MAIL ADDRESS: mvillarreal@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ascot Specialty Insurance Company	45055
INSURER B : Westchester Surplus Lines Ins Co	10172
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Go Underground LLC
211 W Jefferson Avenue, Ste 7
Harlingen TX 78550

GOUNDER-02

COVERAGES **CERTIFICATE NUMBER:** 574017443 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	ESGL2410003763-02	8/7/2025	8/7/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ESXS2410003764-02	8/7/2025	8/7/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001129846	4/11/2025	4/11/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			G48893132001	12/19/2024	12/19/2025	Ea Occur/Aggregate	$1000000/$2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Primary & Non-Contributory per Endt #CG 00 01 0413 as per written contract applicable on General Liability
Blanket Additional Insured – Scheduled Person or Organization per Endt #CG2010 0413 as per written contract applicable on General Liability
Blanket Additional Insured – Completed Operations per Endt #CG20357 0413 as per written contract applicable on General Liability
Primary and NonContributory - Other Insurance Condition Endt #CG 20 01 04 13
Blanket Waiver of Subrogation per Endt #CG2404 0509 as per written contract applicable on General Liability

Blanket Texas Waiver of Our Right To Recover from Others Endorsement WC 42 03 04 B as per written contracat applicable on Workers Compensation

CERTIFICATE HOLDER

INSURED
FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

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PRODUCER

State Farm

TITO RESENDEZ, AGENT
STATE FARM INSURANCE
922 E HARRISON AVE
HARLINGEN, TX 78550

CONTACT NAME: Kassie Gonzales
PHONE (A/C, No, Ext): 956.423.8486 FAX (A/C, No): 956.423.8765
E-MAIL ADDRESS: kassie.gonzales.vaewl2@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Go Underground LLC
211 W Jefferson Ave Ste. 7
Harlingen, Tx 78550

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			053 8558-C04-53	09/04/2025	09/04/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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CANCELLATION

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AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature

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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: 4/1/2026

Company/Vendor Name: GO Underground, LLC

Printed Name and Title: George Olivares, President

Authorized Signatory: George Olivares

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: GO Underground, LLC
(Full, correct legal name)

- Address: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550
- Telephone/Fax: Office: 956-412-6100 Fax: 956-412-6101
- Email address: goexcavate@yahoo.com/gounderground@outlook.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No_X__

3. Is your Company authorized and/or licensed to do business in Texas? Yes_X__ No____

4. Where is the Company's corporate headquarters located? Harlingen, Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X__

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: George Olivares
Address: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550
Telephone: 956-412-6100
Fax: 956-412-6101
Email: goexcavate@yahoo.com/gounderground@outlook.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    n/a

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, George Olivares, the undersigned representative of

GO Underground, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

George Olivares, President

TYPE/PRINT NAME AND TITLE:

4/1/2026

DATE:

SENATE BILL 13 VERIFICATION

I, George Olivares, the undersigned representative of

GO Underground, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

George Olivares

SIGNATURE OF COMPANY REPRESENTATIVE:

George Olivares, President

TYPE/PRINT NAME AND TITLE:

4/1/2026

DATE:

SENATE BILL 19 VERIFICATION

I, George Olivares, the undersigned representative of

GO Underground, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

George Olivares

SIGNATURE OF COMPANY REPRESENTATIVE:

George Olivares, President

TYPE/PRINT NAME AND TITLE:

4/1/2026

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

George Olivares, being first duly sworn, deposes and says that:
(Name)

(1) He is President of GO Underground, LLC, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 6 day of April, 2026.

By: _____

Notary Public
My commission expires 03-29-2028

JUAN JORGE OLIVARES NOTARY PUBLIC STATE OF TEXAS ID 130599397 EXP. 03-29-2028

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

GO Underground, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

George Olivares
Name of signatory

George Olivares
Signature

4/1/2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: GO Underground, LLC Address *(principal place of business)*: 211 W, Jefferson Ste. 7 Harlingen, TX 78550	Name: United States Fire Insurance Company Address *(principal place of business)*: 305 Madison Avenue Morristown, NJ 07960
Owner	**Bid**
Name: City of Edinburg Address *(principal place of business)*: 415 West University Dr. Edinburg, Texas 78539	Project *(name and location)*: FM 2812 & Jasman Road Traffic Signal RFP 2026-008 Bid Due Date: April 7, 2026

Bond

Penal Sum: Five Percent of the Greatest Amount Bid ($ 5% G.A.B)

Date of Bond: April 7, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
GO Underground, LLC *(Full formal name of Bidder)*	United States Fire Insurance Company *(Full formal name of Surety) (corporate seal)*
By: George Olivares *(Signature)*	By: Yamillec Hite *(Signature) (Attach Power of Attorney)*
Name: GEORGE OLIVARES *(Printed or typed)*	Name: Yamillec Hite *(Printed or typed)*
Title: PRESIDENT	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: Agathe Baluti *(Signature)*
Name: _____ *(Printed or typed)*	Name: Agathe Baluti *(Printed or typed)*
Title:	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Russ Frenzel,
John A. Aboumrad, Yamillec Hite, Cynthia Alford, Neira Hernandez

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 21st day of January, 2026.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 21st day of January, 2026, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of April 20 26

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

CRUM & FORSTER
A FAIRFAX COMPANY

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.

Crum & Forster[1]

To get information or file a complaint with your insurance company or HMO:

Call: Mr. Mark Scheetz, VP at our toll-free number

Toll-free:	**1-888-890-1500**
Online:	www.cfins.com
Email:	info@cfins.com
Mail:	305 Madison Avenue Morristown, NJ 07960

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, PO Box 12030, Austin, TX 78711-2030

[1]Crum & Forster is a registered trademark of United States Fire Insurance Company.

Crum & Forster policies may be written in the following insurance companies: United States Fire Insurance Company, The North River Insurance Company and Crum & Forster Indemnity Company. Please refer to your Policy Declarations for the name of the insurance company that issued your policy, bond or certificate.

¿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.

Crum & Forster[1]

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame: Sr. Mark Scheetz, VP a nuestro número gratuito

Teléfono gratuito:	**1-888-890-1500**
En línea:	www.cfins.com
Correo electrónico:	info@cfins.com
Dirección postal:	305 Madison Avenue Morristown, NJ 07960

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, PO Box 12030, Austin, TX 78711-2030

[1]Crum & Forster es una marca registrada de United States Fire Insurance Company.

Las pólizas de Crum & Forster pueden estar escritas en las siguientes compañías de seguros: United States Fire Insurance Company, The North River Insurance Company y Crum & Forster Indemnity Company. Consulte las Declaraciones de su póliza para conocer el nombre de la compañía de seguros que emitió su póliza, fianza o certificado.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	GO Underground, LLC		
Corporate Office			
Name:	George Olivares	Phone number:	956-412-6100
Title:	President	Email address:	goexcavate@yahoo.com
Business address of corporate office:	211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550		
Local Office			
Name:	same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. GO Underground, LLC		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	06/30/2008	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	n/a	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	George Olivares	Title:	Owner/President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ 122,000,000
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	n/a		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☑ Disadvantaged Business Enterprise	TxDot	2025
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☑ Small Business Enterprise	TxDot	2023
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	SPD	2025
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Juan Olivares	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
GO Underground, LLC	1.24	4.59	87,065	1.34	3.53	56,649	1.36	3.53	56,649

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ❑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	United States Fire Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	305 Madison Avenue
	Morristown, NJ 07960

Physical Address (principal place of business):	305 Madison Avenue		
	Morristown, NJ 07960		
Phone (main):	973-490-6600	Phone (claims):	817-480-8558

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Ascot Specialty Insurnace Comapny		Commercial General Liabilty/Excess Liability	
Texas Mutual Insurnace Company		Workers Comp & Employer's Liability	
State Farm Mutual Automobile Insurance Co.		Automobile Liability	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	1400 N. McColl Road, Ste 105; McAllen, Texas 78550		
	922 E Harrison Ave., Harlingen, Texas 78550		
Physical Address (principal place of business):	same as above		
Phone (main):	956-423-8486/956-668-3515	Phone (claims):	same

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	40
Estimate of revenue for the current year:	10 million
Estimate of revenue for the previous year:	19 million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	20 yrs	As a joint venturer:	n/a	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: GO Underground, LLC
(typed or printed name of organization)

By: George Olivares
(individual's signature)

Name: George Olivares
(typed or printed)

Title: President
(typed or printed)

Date: 4/2/2026
(date signed)

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

Attest: n/a
(individual's signature)

Name:
(typed or printed)

Title:
(typed or printed)

Address for giving notices:
211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

Designated Representative:

Name: George Olivares
(typed or printed)

Title: President
(typed or printed)

Address:
211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

Phone: 956-412-6100

Email: goexcavate@yahoo.com/gounderground@outlook.com

Schedule A—Current Projects

Name of Organization	GO Underground, LLC				
Project Owner	City of Harlingen		Project Name	5th and 7th Storm Improvement No. 2025-06	
General Description of Project					
Project Cost	2.6 million		Date Project	6/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Hernandez		City of Harlingen	956-216-5223	rhernandez@harlingentx.gov
Designer					
Construction Manager					

Project Owner	City of Brownsville		Project Name	Coffee Road Roadway Drainage & Utility Imp. 005-26-EPW-IFB	
General Description of Project					
Project Cost	4.5 million		Date Project	3/2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Carlos Lastra		City of Brownsville	956-548-6087	carlos.lastra@brownsvilletx.gov
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Construction of Two (2) Pump Bypass Stations C5 (254BL) C6 (255) No. 11-25-C08-578	
General Description of Project					
Project Cost	$ 516,152.91		Date Project	3/2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Gerardo Noriega		City of McAllen	956-412-6100	gnoriega@mcallen.net
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	GO Underground, LLC				
Project Owner	City of San Juan		Project Name	Lift Station No. 13 Rehabilitation Project	
General Description of Project	Storm drain infrastructure upgrade				
Project Cost	$ 766,949.00		Date Project	7/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marcus Cruz		City of San Juan	956-854-42227	marcus@cruzhogan.net
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Dicker Road Reconstruction Project	
General Description of Project	Drainage design, instalation sequencing, signal coordination, urban mobility planning in high-traffic corridor				
Project Cost	4.8 million		Date Project	1/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Humberto Garza		City of McAllen	956-424-3414	beto@2gsllc.com
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Daffodil Ave. Roadway Widening Improvements	
General Description of Project					
Project Cost	5.6 million		Date Project	9/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Juan De La Cruz		City of McAllen	956-681-1151	jdelacruz@mcallen.net
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	GO Underground, LLC				
Project Owner	City of McAllen		Project Name	Dove Ave. Roadway & Drainage Improvements	
General Description of Project					
Project Cost	3.2 million		Date Project	09/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Eduardo Mendoza		City of McAllen	956-681-1151	edmendoza@mcallen.net
Designer					
Construction Manager					

Project Owner	City of Harlingen		Project Name	Pickens	
General Description of Project					
Project Cost	2.2 million		Date Project	4/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Luis Vargas		City of Harlingen	956-216-5223	lvargas@harlingentx.gov
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Jackson Hike and Bike Phase II	
General Description of Project					
Project Cost	2.8 million		Date Project	4/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	George Olivares	Joe Olivares	Juan Olivares	Orlando Amaro	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jorge Gutierrez		City of McAllen	956-681-1151	jorge.gutierrez@mcallen.net
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		George Olivares	
Years of experience as project manager		20 yrs	
Years of experience with this organization		18 yrs	
Number of similar projects as project manager		18 yrs	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Coffee Road Roadway Drainage & Utility Imp. 005-26-EPW-IFB		50%	2027
McAllen Bypass Drainage - C5/C6		50%	2026
5th and 7th Storm Improvement No. 2025-06		50%	2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Saul Munoz	Name	Alfonso A. Gonzalez
Title/Position	Director of Construction	Title/Position	Professional Engineer
Organization	B2Z Engineering	Organization	Marcia Appia Civil Infrastructure Consultant Engineers, LLC
Telephone	956-650-9114	Telephone	956-540-9619
Email	saul@b2zeng.com	Email	alfonso@marciappia.com
Project	Las Milpas Road Drainage	Project	Lyford Sidwalk Project
Candidate's role on project	Director of Construction	Candidate's role on project	Engineer

Project Superintendent			
Name of individual		Joe Olivares	
Years of experience as project superintendent		10 years	
Years of experience with this organization		15 yrs	
Number of similar projects as project superintendent		7 yrs	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Coffee Road Roadway Drainage & Utility Imp. 005-26-EPW-IFB		50%	2027
McAllen Bypass Drainage - C5/C6		50%	2026
5th and 7th Storm Improvement No. 2025-06		50%	2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Saul Munoz	Name	Saul Munoz
Title/Position	Director of Construction	Title/Position	Director of Construction
Organization	B2Z Engineering	Organization	B2Z Engineering
Telephone	956-650-9114	Telephone	956-650-9114
Email	saul@b2zeng.com	Email	saul@b2zeng.com
Project	Las Milpas Road Drainage	Project	US 281 & FM 88 Drainage Impropvements
Candidate's role on project	Director of Construction	Candidate's role on project	Director of Construction

Safety Manager			
Name of individual		Juan Olivares	
Years of experience as project manager		9 yrs	
Years of experience with this organization		15 yrs	
Number of similar projects as project manager		7 yrs	
Number of similar projects in other positions		9	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Coffee Road Roadway Drainage & Utility Imp. 005-26-EPW-IFB		75%	2027
McAllen Bypass Drainage - C5/C6		75%	2026
5th and 7th Storm Improvement No. 2025-06		75%	2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Saul Munoz	Name	Saul Munoz
Title/Position	Director of Construction	Title/Position	Director of Construction
Organization	B2Z Engineering	Organization	B2Z Engineering
Telephone	956-650-9114	Telephone	956-650-9114
Email	saul@b2zeng.com	Email	saul@b2zeng.com
Project	Las Milpas Road Drainage	Project	US 281 & FM 88 Drainage Impropvements
Candidate's role on project	Director of Construction	Candidate's role on project	Director of Construction

Quality Control Manager			
Name of individual		Orlando Amaro	
Years of experience as project superintendent		6 yrs	
Years of experience with this organization		16 yrs	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Coffee Road Roadway Drainage & Utility Imp. 005-26-EPW-IFB		100%	2027
McAllen Bypass Drainage - C5/C6		100%	2026
5th & 7th Storm Sewer Improvements		100%	2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Saul Munoz	Name	Alfonso A. Gonzalez
Title/Position	Director of Construction	Title/Position	Professional Engineer
Organization	B2Z Engineering	Organization	Marcia Appia Civil Infrastructure Consultant Engineers, LLC
Telephone	956-650-9114	Telephone	956-540-9619
Email	saul@b2zeng.com	Email	alfonso@marciappia.com
Project	Dicker Road Reconstruction Project	Project	Dove & Daffodil Projects
Candidate's role on project	Director of Construction	Candidate's role on project	Engineer

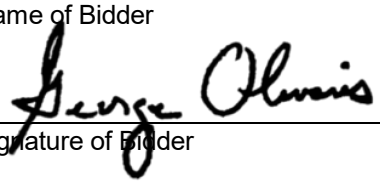
CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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 1 day of April, 2026.

George Olivares
Name of Bidder


Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavators (John Deere, CAT, Volvo)	own	GO Underground, LLC, 956-412-6100
Wheel Loaders, Backhoes, Compactors	own	GO Underground, LLC, 956-412-6100
Gamaco GT3200 Curb Machines	own	GO Underground, LLC, 956-412-6100
Cold Planers , Sweepers, Pavers	own	GO Underground, LLC, 956-412-6100
Dump Trucks, Flatbeds, Trenchers, Forklifts	own	GO Underground, LLC, 956-412-6100

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
680-7002	Nema P44 TS-2 ATC Commander (Cubic Traffic Ware)
682-7001-7005	Swarco McCain (CTC)
682-7054-7037	Swarco McCain (CTC)
686-7035	Pelco Structual (CTC)
686-7039	Pelco Structual (CTC)

BIDDER

Executed this: 6th Day of: April 20.26

By: George Olivares
BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: CAMERON

Subscribed and sworn to before me this:

JUAN JORGE OLIVARES NOTARY PUBLIC STATE OF TEXAS ID 130599397 EXP. 03-29-2028

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*Date*] 4/1/2026

[*Name and address*] GO Underground, LLC
211 W Jefferson Ave, Ste 7
Harlingen, Texas 78550

Dear [*Name of Owner*] : City of Edinburg

The undersigned party certifies that [*Name of bidding company*] GO Underground, LLC complies with the following criteria:

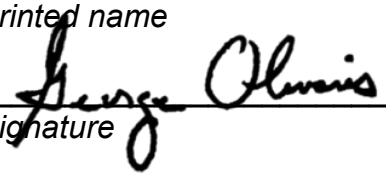
1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

George Olivares
Printed name


Signature

President
Position in bidding company

4/1/2026
Date

1

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

A. Notice of Intent to Award.

B. Agreement.

C. Requirements of Bidder.

D. Failure of Bidder to comply with requirements.

E. Notice to Proceed.

F. Pre-construction Conference.

G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

A. Owner will provide written Notice of Intent to Award (the Contract) to the selected bid or proposal, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

A. Within 14 days of receipt of the Notice of Intent to Award, the selected bidder or proposal shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

[X] Agreement Between the Owner and Contractor

[X] Performance Bond (100% of the Contract Amount)

[X] Payment Bond (100% of the Contract Amount)

[X] Affidavit of Insurance *(with Certificate of Insurance attached)*

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.

B. After Owner's written notice of default to the Bidder or proposal, Owner may award the Contract to the responsible Bidder whose offer is the next advantageous bid or proposal, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Instructions to Bidders.

6.0 NOTICE TO PROCEED

A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference.

8.0 STARTING THE PROJECT

A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

George Olivares, being first duly sworn, deposes and says that:
(Name)

(1) He is President of GO Underground, LLC, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign George Olivares

Title President

Subscribed and sworn to me this 6 day of April, 2026.

By: J Olivares

Notary Public
My commission expires 03-29-2028

JUAN JORGE OLIVARES NOTARY PUBLIC STATE OF TEXAS ID 130599397 EXP. 03-29-2028

END OF SECTION

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Cameron

BEFORE ME, the undersigned authority, on this day personally appeared

George Olivares, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

GO Underground, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 04/06/2026.
[Date]

Notary Public in and for the State of TEXAS

JUAN OLIVARES
[Print or type Notary Public name]

[Notary Seal] My Commission Expires: 03-29-2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: GO Underground, LLC
State of Incorporation: Texas
Mailing Address: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: n/a
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: n/a
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

George Olivares, President
[Typed Name and Title of Authorized Representative]



[Signature of Authorized Representative]

4/1/2026
[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.

GO Underground, LLC
[Typed Name of Company:]

George Olivares, President
[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

4/1/2026
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SECTION 00830

WARRANTY

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the warranty. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

1.05 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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 therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

1.06 PARTIAL UTILIZATION

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

B. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions 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. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

1.07 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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

1.08 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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified above and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or

OWNER's property might in any way be responsible 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.

B. Review of Application and Acceptance

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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. 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. Payment Becomes Due

Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. Final Completion Delayed

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

1.09 WAIVER OF CLAIMS

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to the above, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

END OF SECTION

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: George Olivares

Reference Company Name: GO Underground, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: George Olivares

Printed Name: George Olivares

Date: 4/6/2026

RFP 2026-008 FM 2812 and Jasman Road Traffic Signal

Bid Tabulation

				GO UNDERGROUND LLC		The Levy Company, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
100 7002	PREP ROW	1	LS	$14,000.00	$14,000.00	$990.00	$990.00
247 7277	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	40	SY	$80.00	$3,200.00	$23.00	$920.00
416 7006	DRILL SHAFT (36 IN)	64	LF	$378.20	$24,204.80	$380.00	$24,320.00
500 7001	MOBILIZATION	1	LS	$23,500.00	$23,500.00	$28,300.00	$28,300.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$4,200.00	$25,200.00	$2,000.00	$12,000.00
556 7009	PIPE UNDERDRAINS (TY 9) (6")	16	LF	$200.00	$3,200.00	$35.00	$560.00
618 7064	CONDT (PVC) (SCH 80) (4")	401	LF	$25.62	$10,273.62	$30.00	$12,030.00
618 7065	CONDT (PVC) (SCH 80) (4") (BORE)	218	LF	$54.90	$11,968.20	$44.00	$9,592.00
620 7009	ELEC CONDR (NO.6) BARE	747	LF	$2.56	$1,912.32	$2.60	$1,942.20
620 7010	ELEC CONDR (NO.6) INSULATED	57	LF	$2.75	$156.75	$3.15	$179.55
620 7012	ELEC CONDR (NO.4) INSULATED	531	LF	$3.97	$2,108.07	$1.00	$531.00
621 7006	TRAY CABLE (4 CONDR) (12 AWG)	886	LF	$3.05	$2,702.30	$3.30	$2,923.80
624 7005	GROUND BOX TY C (162911)	10	EA	$1,689.70	$16,897.00	$1,700.00	$17,000.00
628 7322	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	1	EA	$3,782.00	$3,782.00	$4,500.00	$4,500.00
644 7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	$2,623.00	$10,492.00	$980.00	$3,920.00
644 7073	REMOVE SM RD SN SUP&AM	4	EA	$1,213.90	$4,855.60	$250.00	$1,000.00
666 7006	REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	500	LF	$1.22	$610.00	$.80	$400.00
666 7024	REFL PAV MRK TY I (W) (8") (SLD) (100MIL)	330	LF	$2.44	$805.20	$3.80	$1,254.00
666 7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	90	LF	$7.32	$658.80	$13.00	$1,170.00
666 7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	4	EA	$219.60	$878.40	$140.00	$560.00
666 7353	PAVEMENT SLER (ARROW)	4	EA	$109.80	$439.20	$140.00	$560.00
666 7354	PAVEMENT SLER (WORD)	4	EA	$219.60	$878.40	$20.00	$80.00
666 7373	PAVEMENT SLER 4" (CALLOUT)	500	LF	$.61	$305.00	$.45	$225.00
666 7374	PAVEMENT SLER 6" (CALLOUT)	6320	LF	$.79	$4,992.80	$.65	$4,108.00
666 7375	PAVEMENT SLER 8" (CALLOUT)	330	LF	$1.22	$402.60	$1.20	$396.00
666 7379	PAVEMENT SLER 24" (CALLOUT)	90	LF	$3.66	$329.40	$4.00	$360.00

666 7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	2000	LF	$1.59	$3,180.00	$1.40	$2,800.00
666 7423	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	3500	LF	$1.59	$5,565.00	$1.40	$4,900.00
668 7091	PREFAB PM TY C (W)(ARROW)	4	EA	$488.00	$1,952.00	$280.00	$1,120.00
668 7103	PREFAB PM TY C (W)(WORD)	4	EA	$707.60	$2,830.40	$280.00	$1,120.00
672 7002	REFL PAV MARK TY II I-C	18	EA	$12.20	$219.60	$4.80	$86.40
672 7004	REFL PAV MARK TY II A-A	100	EA	$12.20	$1,220.00	$4.80	$480.00
677 7001	ELIM EXT PM & MRKS (4")	9000	LF	$.92	$8,280.00	$.65	$5,850.00
677 7004	ELIM EXT PM & MRKS (8")	260	LF	$1.83	$475.80	$1.40	$364.00
677 7006	ELIM EXT PM & MRKS (12")	164	LF	$2.75	$451.00	$3.40	$557.60
677 7008	ELIM EXT PM & RKS (24")	90	LF	$5.49	$494.10	$6.00	$540.00
677 7009	ELIM EXT PM & RKS (ARROW)	4	EA	$146.40	$585.60	$90.00	$360.00
677 7015	ELIM EXT PM & RKS (WORD)	4	EA	$244.00	$976.00	$90.00	$360.00
678 7001	PAV SURF PREP FOR MRK (4")	500	LF	$.31	$155.00	$.05	$25.00
678 7002	PAV SURF PREP FOR MRK (6")	6320	LF	$.40	$2,528.00	$.10	$632.00
678 7004	PAV SURF PREP FOR MRK (8")	330	LF	$.61	$201.30	$.20	$66.00
678 7008	PAV SURF PREP FOR MRK (24")	90	LF	$1.83	$164.70	$.40	$36.00
678 7009	PAV SURF PREP FOR MRK (ARROW)	4	EA	$73.20	$292.80	$5.00	$20.00
678 7016	PAV SURF PREP FOR MRK (WORD)	4	EA	$122.00	$488.00	$5.00	$20.00
680 7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$8,540.00	$8,540.00	$6,700.00	$6,700.00
680 7002 a	*CONTROLLER W/CABINET (part of 680 7002 for reference only)	1	EA	$32,330.00	$32,330.00	$29,300.00	$29,300.00
680 7002 b	*GROUND ROD (part of 680 7002 for reference only)	4	EA	$152.50	$610.00	$110.00	$440.00
680 7002 c	*LUMINAIRE ON TRAFFIC SIGNAL POLE (part of 680 7002 for reference only)	4	EA	$793.00	$3,172.00	$190.00	$760.00
682 7001	VEH SIG SEC (12")LED(GRN)	6	EA	$433.10	$2,598.60	$340.00	$2,040.00
682 7002	VEH SIG SEC (12")LED(GRN ARW)	2	EA	$433.10	$866.20	$340.00	$680.00
682 7003	VEH SIG SEC (12")LED(YEL)	6	EA	$433.10	$2,598.60	$340.00	$2,040.00
682 7004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	$433.10	$1,732.40	$340.00	$1,360.00
682 7005	VEH SIG SEC (12")LED(RED)	8	EA	$433.10	$3,464.80	$340.00	$2,720.00
682 7037	BACKPLATE W/REFL BRDR(4 SEC)	8	EA	$213.50	$1,708.00	$190.00	$1,520.00

684 7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	832	LF	$3.05	$2,537.60	$5.00	$4,160.00
684 7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	2050	LF	$.92	$1,886.00	$.30	$615.00
684 7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	163	LF	$1.89	$308.07	$1.60	$260.80
686 7035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$25,153.96	$25,153.96	$16,700.00	$16,700.00
686 7039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$26,391.04	$79,173.12	$17,300.00	$51,900.00
688 7004	VEH LP DETECT (SAWCUT)	1175	LF	$14.64	$17,202.00	$11.00	$12,925.00
	Total				**$382,693.11**		**$283,279.35**

RFP 2026-008 FM 2812 and Jasman Road Traffic Signal
Ranking

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	Avg Score	
Go Underground, LLC	76	80	82	238	79	
The Levy Company, Inc.	**81**	**87**	**96**	**264**	**88**	**Highest Ranked**

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and The Levy Company, 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:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The Contractor shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to construct and install a complete and operational traffic signal system at the intersection of FM 2812 and Jasman Rd., including pavement striping, driveway reconstruction, and all associated civil, electrical, and traffic control improvements.**

1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP 2026-008 - FM 2812 and Jasman Rd. Traffic Signal**

ENGINEER

3.01 The Owner has retained **City Engineering Department staff** ("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 **Mardoqueo Hinojosa, P.E., CFM**.

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 **November 28, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 28, 2026.**

4.03 *Milestones*

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

1. Milestone 1 **Traffic signal material approval and order / 7/1/26**
2. Milestone 2 **Traffic signal installation / 10/31/26**
3. Milestone 3 **Traffic signal enters into flash mode / 11/14/26**
4. Milestone 4 **Traffic signal operational / 11/28/26**
5. Milestone 4 **Punch list is complete / 12/28/26**

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**

$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**250** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

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

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

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

CONTRACT PRICE

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

A. 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.	**Item No.**	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
100	7002	PREP ROW	LS	1	$990.00	$990.00
247	7277	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	SY	40	$23.00	$920.00
416	7006	DRILL SHAFT (36 IN)	LF	64	$380.00	$24,320.00
500	7001	MOBILIZATION	LS	1	$28,300.00	$28,300.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$2,000.00	$12,000.00
556	7009	PIPE UNDERDRAINS (TY 9) (6")	LF	16	$35.00	$560.00
618	7064	CONDT (PVC) (SCH 80) (4")	LF	401	$30.00	$12,030.00
618	7065	CONDT (PVC) (SCH 80) (4") (BORE)	LF	218	$44.00	$9,592.00
620	7009	ELEC CONDR (NO.6) BARE	LF	747	$2.60	$1,942.20
620	7010	ELEC CONDR (NO.6) INSULATED	LF	57	$3.15	$179.55
620	7012	ELEC CONDR (NO.4) INSULATED	LF	531	$1.00	$531.00
621	7006	TRAY CABLE (4 CONDR) (12 AWG)	LF	886	$3.30	$2,923.80
624	7005	GROUND BOX TY C (162911)	EA	10	$1,700.00	$17,000.00
628	7322	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	EA	1	$4,500.00	$4,500.00
644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	$980.00	$3,920.00
644	7073	REMOVE SM RD SN SUP&AM	EA	4	$250.00	$1,000.00
666	7006	REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	LF	500	$.80	$400.00
666	7024	REFL PAV MRK TY I (W) (8") (SLD) (100MIL)	LF	330	$3.80	$1,254.00
666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	90	$13.00	$1,170.00
666	7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	EA	4	$140.00	$560.00
666	7353	PAVEMENT SLER (ARROW)	EA	4	$140.00	$560.00
666	7354	PAVEMENT SLER (WORD)	EA	4	$20.00	$80.00
666	7373	PAVEMENT SLER 4" (CALLOUT)	LF	500	$.45	$225.00
666	7374	PAVEMENT SLER 6" (CALLOUT)	LF	6320	$.65	$4,108.00
666	7375	PAVEMENT SLER 8" (CALLOUT)	LF	330	$1.20	$396.00
666	7379	PAVEMENT SLER 24" (CALLOUT)	LF	90	$4.00	$360.00
666	7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	LF	2000	$1.40	$2,800.00
666	7423	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	LF	3500	$1.40	$4,900.00
668	7091	PREFAB PM TY C (W)(ARROW)	EA	4	$280.00	$1,120.00
668	7103	PREFAB PM TY C (W)(WORD)	EA	4	$280.00	$1,120.00

		Unit Price Work (Base Bid)				
Item No.	**Item No.**	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
672	7002	REFL PAV MARK TY II I-C	EA	18	$4.80	$86.40
672	7004	REFL PAV MARK TY II A-A	EA	100	$4.80	$480.00
677	7001	ELIM EXT PM & MRKS (4")	LF	9000	$.65	$5,850.00
677	7004	ELIM EXT PM & MRKS (8")	LF	260	$1.40	$364.00
677	7006	ELIM EXT PM & MRKS (12")	LF	164	$3.40	$557.60
677	7008	ELIM EXT PM & RKS (24")	LF	90	$6.00	$540.00
677	7009	ELIM EXT PM & RKS (ARROW)	EA	4	$90.00	$360.00
677	7015	ELIM EXT PM & RKS (WORD)	EA	4	$90.00	$360.00
678	7001	PAV SURF PREP FOR MRK (4")	LF	500	$.05	$25.00
678	7002	PAV SURF PREP FOR MRK (6")	LF	6320	$.10	$632.00
678	7004	PAV SURF PREP FOR MRK (8")	LF	330	$.20	$66.00
678	7008	PAV SURF PREP FOR MRK (24")	LF	90	$.40	$36.00
678	7009	PAV SURF PREP FOR MRK (ARROW)	EA	4	$5.00	$20.00
678	7016	PAV SURF PREP FOR MRK (WORD)	EA	4	$5.00	$20.00
680	7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$6,700.00	$6,700.00
680	7002a	*CONTROLLER W/CABINET (part of 680 7002 for reference only)	EA	1	$29,300.00	$29,300.00
680	7002b	*GROUND ROD (part of 680 7002 for reference only)	EA	4	$110.00	$440.00
680	7002c	*LUMINAIRE ON TRAFFIC SIGNAL POLE (part of 680 7002 for reference only)	EA	4	$190.00	$760.00
682	7001	VEH SIG SEC (12")LED(GRN)	EA	6	$340.00	$2,040.00
682	7002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	$340.00	$680.00
682	7003	VEH SIG SEC (12")LED(YEL)	EA	6	$340.00	$2,040.00
682	7004	VEH SIG SEC (12")LED(YEL ARW)	EA	4	$340.00	$1,360.00
682	7005	VEH SIG SEC (12")LED(RED)	EA	8	$340.00	$2,720.00
682	7037	BACKPLATE W/REFL BRDR(4 SEC)	EA	8	$190.00	$1,520.00
684	7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	832	$5.00	$4,160.00
684	7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LF	2050	$.30	$615.00
684	7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	163	$1.60	$260.80
686	7035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	1	$16,700.00	$16,700.00
686	7039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	3	$17,300.00	$51,900.00
688	7004	VEH LP DETECT (SAWCUT)	LF	1175	$11.00	$12,925.00

		Unit Price Work (Base Bid)				
Item No.	**Item No.**	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
		Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)				$283,279.35

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

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**283,279.35**

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage); and

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **51** sheets with each sheet bearing the following general title: **Traffic Signal Improvements FM 2812 at Jasman Road**
7. Addenda (N/A).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

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

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

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

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

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

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

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

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

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

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

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

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and

of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

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

8.02 *Contractor's Certifications*

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

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

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

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

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

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

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

This Agreement will be effective on **May _____, 2026** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)* *(If The Levy Company, Inc.is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: City of Edinburg 415 W. University Drive Edinburg, TX 78539	Address for giving notices:
Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)* Address:	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.)*	Phone: _____ Email: _____ License No.: _____ *(where applicable)* State: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
AWARDING OF BIDS
Agenda Item No: 8.B.
Rejecting RFP 2026-012

1. **Agenda Item:**
Consider Rejecting RFP No. 2026-012, Development Impact Fee Nexus Study for the City of Edinburg. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The City of Edinburg solicited Statements of Qualifications and Proposals to prepare a comprehensive Development Impact Fee Nexus Study. The purpose of this study is to evaluate, update, and support the City's development impact fees to ensure they are legally compliant and aligned with the City's current and future infrastructure needs.

On April 7, 2026, proposals were opened for RFP No. 2026-012, Development Impact Fee Nexus Study for the City of Edinburg. The City received one (1) proposal. Upon review, it was determined that the proposal exceeded the City's estimated budget for the study. Therefore, staff recommends rejecting the proposal, revising the RFP as necessary, and reissuing the solicitation.

3. **Staff's Recommendation:**
Rejecting RFP No. 2026-012, Development Impact Fee Nexus Study for the City of Edinburg.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. request_for_proposals_rfp_development_impact_fee_nexus_study_for_the_city_of_edinburg_texas-2026-04-09-16-26-05

REQUEST FOR PROPOSAL

2026-012

REQUEST FOR PROPOSALS (RFP) DEVELOPMENT IMPACT FEE NEXUS STUDY FOR THE CITY OF EDINBURG, TEXAS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: March 18, 2026

DEADLINE FOR QUESTIONS: March 27, 2026

RESPONSE DEADLINE: April 7, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS (RFP) DEVELOPMENT IMPACT FEE NEXUS STUDY FOR THE CITY OF EDINBURG, TEXAS

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Evaluation Criteria .....

Attachments:

B - Rules for Electronic Bidding

1. Introduction

1.1. Summary

The City of Edinburg, Texas ("City") is soliciting Statements of Qualifications and Proposals from qualified consulting firms to prepare a comprehensive Development Impact Fee Nexus Study in accordance with applicable Texas law, including Chapter 395 of the Texas Local Government Code. The purpose of this study is to evaluate, update, and support the City's development impact fees to ensure they are technically defensible, legally compliant, and aligned with the City's current and future infrastructure needs.

The selected consultant will provide professional services to analyze growth trends, infrastructure demands, capital improvement needs, and the proportional share of costs attributable to new development.

1.2. Background

The City of Edinburg is one of the fastest-growing communities in the Rio Grande Valley and continues to experience residential, commercial, and institutional development. To ensure that new growth contributes its fair share toward necessary public infrastructure, the City intends to update or establish development impact fees supported by a legally compliant Nexus Study.

The study will serve as the technical foundation for potential adoption, update, or revision of impact fees for water, wastewater, roadway, drainage, and/or other eligible capital facilities as permitted by law.

1.3. Contact Information

Project Contact:
Tomas Reyna
Assistant City Manager
415 W. University Dr.
Edinburg, TX 78539
Email: treyna@cityofedinburg.com
Phone: (956) 388-8207

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

Department:
City Manager

Department Head:
Myra Ayala
City Manager

1.4. Timeline

Release Project Date	March 18, 2026
Question Submission Deadline	March 27, 2026, 5:00pm
Proposal Submission Deadline	April 7, 2026, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for REQUEST FOR PROPOSALS (RFP) DEVELOPMENT IMPACT FEE NEXUS STUDY FOR THE CITY OF EDINBURG, TEXAS.

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

3:00 pm, Tuesday, April 7, 2026.

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

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, April 7, 2026.

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

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2026-012" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptibility of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2026-012

If you have any questions or require additional information contained the RFP, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, March 27, 2026.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: REQUEST FOR PROPOSALS (RFP) DEVELOPMENT IMPACT FEE NEXUS STUDY FOR THE CITY OF EDINBURG, TEXAS

INTENT

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

SUBMITTAL OF "HARD COPY" RFP

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

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

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

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

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for REQUEST FOR PROPOSALS (RFP) DEVELOPMENT IMPACT FEE NEXUS STUDY FOR THE CITY OF EDINBURG, TEXAS as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

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

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. REQUEST FOR PROPOSALS (RFP) DEVELOPMENT IMPACT FEE NEXUS STUDY FOR THE CITY OF EDINBURG, TEXAS

. **PROJECT OBJECTIVES**

The primary objectives of this project include:

- Ensure full compliance with **Texas Local Government Code (TLGC) Chapter 395** and applicable case law
- Establish a legally defensible nexus and proportionality for impact fees
- Prepare updated Land Use Assumptions (LUA) and Capital Improvements Plans (CIP/IIP)
- Calculate maximum assessable impact fees for the following facility categories:

DEVELOPMENT IMPACT FEE		
TYPE	**AUTHORIZED UNDER**	**NOTES**
Water Impact Fees	Texas Local Government Code (TLGC) 395	Typically calculated per equivalent residential unit (ERU). Tightly regulated under Chapter 395, but clearly allowable using defined methodology.
Wastewater Impact Fees	TLGC 395	Typically calculated per equivalent residential unit (ERU). Tightly regulated under Chapter 395, but clearly allowable using defined methodology.
Stormwater, Drainage & Flood Control	TLGC 395	Typically calculated per square foot of impervious surface area (ISA). Tightly regulated under Chapter 395, but clearly allowable using defined methodology.
Roadway	TLGC 395	Typically calculated per trip generation. Tightly regulated under Chapter 395, but clearly allowable using defined methodology.

PROPORTIONAL EFFECT OF DEVELOPMENT MITIGATION FEES		
TYPE	**AUTHORIZED UNDER**	**NOTES**

Public Safety Facility Fee	Conditional Development Approval – typically included in a subdivision ordinance or planned development ordinance	Must have clear and standardized methodology in place – can be done as required land dedication, facility construction, or fee in lieu of dedication/construction. Fees are not as common and subject to additional political and legal scrutiny. Fire facility fees are generally more defensible than Police facility fees.
Parkland Dedication & Development Fees	Conditional Development Approval – typically included in a subdivision ordinance or planned development ordinance	Must have clear and standardized methodology in place – can be done as required land dedication, facility construction, or fee in lieu of dedication/construction. Fees are quite common and generally governed by well-established case law, making Park Dedication and Development fees generally defensible.
Library Facility Fees	Least common of listed fees. Ween done, typically through a specifically negotiated development agreement.	Not aware of any library facility mitigation fee that has been upheld by the Courts. A City may negotiate with a developer to provide land or library facilities as part of an overall specific development agreement, but we advise not setting a mitigation fee for library development.

- Distinguish existing deficiencies from growth-related capital needs
- Support the City's Capital Improvements Advisory Committee (CIAC)
- Provide implementation tools, fee models, and ordinance-ready documentation
- Assist City staff through public hearings and City Council adoption

4. SCOPE OF SERVICES

The selected consultant shall provide, at minimum, the following services:

Task 1 – Project Initiation and Coordination

- Kickoff meeting with City staff and legal counsel
- Confirm facility categories, service areas, and assumptions
- Develop project schedule aligned with CIAC and Council timelines

Task 2 – Identify and Resolve Policy Issues

- Objective: Identify and resolve policy issues raised by the study.
- Description: Review agency documents related to existing capital planning policies and funding programs, including existing development impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:
    - Adequacy of the City's General Plan, specific plans and other public facility planning policies (e.g. level of service standards); development impact fee ordinances and resolutions, and prior nexus studies;
    - Availability of existing public facility master plans and CIPs to identify needed facilities;
    - Types of facilities to be funded by the water and wastewater fee;
    - Land use categories for imposition of fees;
    - Nexus approach to determining facility standards;
    - Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
    - Potential alternative funding sources, if needed;
    - Funding existing deficiencies, if identified;
    - Implementation concerns and strategies; and
    - Identify and clarify existing fees, and interview City staff regarding service levels for specific services.
- Deliverables: 1) Information requests: 2) revised project scope and schedule (if needed); and 3) a brief summary of policy decisions (if needed).

Task 3 – Identify Existing Development and Future Growth

- Objective: 1) Work with the City to identify estimates of existing levels of development; and 2) identify a projection of future growth, consistent with current planning policy.
- Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from the fee program.

  Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed

to accommodate growth (see Task 4). The project team will typically start with the City's most recent planning documents, and make any necessary adjustments.

Develop an approach for converting land use data to measure facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square.

- Analyze population, employment, land use, and development trends
- Define growth forecasts by service area
- Prepare updated LUAs pursuant to TLGC §395.042
- Identify service units for each facility type
- Prepare LUA documentation for CIAC and public review

Task 4 – Infrastructure Improvements Plan (IIP)

- Objective: For existing facilities fees, the project team will identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any. The project team will develop a methodology to identify existing deficiencies specific to current facilities and improvements and assist City staff in determining the portion of estimated costs that are attributable to new development versus the portion attributable to existing deficiencies.
- Description: Quantify total planned facilities, based on growth projections from Task 2 and facility standards from Task 3. Distinguish between: 1) facilities needed to serve growth (that can be funded by impact fees); and 2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).
- Gather planning-level data on new facilities costs, based on lump sum project cost estimates or unit costs and project quantities (acres, building square feet, lane miles, etc.).
- Review and update the current Capital Improvement Plan (CIP) in accordance with TLGC §395.042
- Identify capital improvements needed to serve new development only
- Separate existing deficiencies from growth-related improvements
- Develop cost estimates for:
  - Water facilities
  - Wastewater facilities
  - Roadway facilities

- Drainage facilities
- Public safety facilities
- Parkland acquisition and improvements

Task 5 – Identify Funding and Financing Alternatives

- Objective: Determine the extent of alternative (non-fee) funding available for new facilities.
- Description: There are two types of alternative funding sources that we will identify:
  A. Funding from non-development impact fee sources to correct existing deficiencies; and
  B. Funding from new development other than development impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.
- Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If development impact fees will fund debt service, include financing costs in the total cost of facilities.
- This scope assumes facilities to be funded predominantly on a combination of long-term debt and a pay-as-you-go basis.

Task 6 – Calculate Fees and Prepare Report

- Objective: Provide technically defensible development impact fee report that comprehensively documents project assumptions, methodologies, and results.
- Description: Generate a fee schedule (impact fees and exactions) to apportion facility costs to individual development projects. The project team will take into account any existing fees and compare the projected fees to nearby and comparable municipalities.
- Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.
- Following one round of comments on the draft, prepare a final report revised to account for the comments received during the circulation of the draft.
- Develop maximum supportable impact fees by land use
- Prepare parkland dedication fee-in-lieu calculations
- Establish demand units and cost per service unit

- Conduct sensitivity and scenario testing
- Deliverables: Provide a PDF copy of the report, and will provide hardcopy reports up to a total deemed appropriate by staff and project team.

Task 7 – CIAC & Public Engagement

- Description: The State of Texas Local Government Code Chapter 395 requires a public hearing on an amended Land Use Plan/CIP Plan/Impact Fee. This task will list the meetings, including this required meeting, in which the project team will participate during this engagement.
- Support CIAC formation or reactivation pursuant to TLGC §395.058
- Prepare CIAC meeting materials and presentations
- Attend CIAC meetings, workshops, and public hearings
- Staff Meeting 1 to collect documents, gain insight into budgeting and growth issues
- Staff Meeting 2 to review and evaluate preliminary development impact fees
- City Council Briefing – the project team will brief the City Council to review the proposed impact fees.
- Land Use Plan/CIP Public Hearing – we will coordinate, attend and present at the Amended Land Use/CIP public hearing as required by Chapter 395.
- Impact Fee Public Hearing – we will coordinate, attend and present at the Impact Fee public hearing as required by Chapter 395.

Task 8 – Project Management and Quality Control

- Description: utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with Utility staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Task 9 – Implementation & Policy Guidance

- Develop fee administration and update procedures
- Provide credit, offset, and reimbursement methodologies
- Assist with phasing and indexing strategies

Task 10 – Final Reports & Adoption Support

- Prepare Draft and Final Nexus Study reports
- Provide ordinance-ready tables and exhibits
- Assist City Attorney with adoption ordinance

5. DELIVERABLES

The consultant shall provide the following deliverables:

- Statutory Compliance Memorandum (TLGC Chapters 395 & 212)
- Land Use Assumptions Report (CIAC-ready)
- Infrastructure Improvements Plan (by facility category)
- Detailed Impact Fee & Dedication Calculation Models (Excel-based)
- Service Area Maps and GIS-compatible exhibits
- Draft and Final Nexus Study Reports
- CIAC presentations and meeting summaries
- Public hearing and City Council presentation materials
- Adoption ordinance companion package

All deliverables shall be provided in both digital and fully editable formats.

6. MINIMUM QUALIFICATIONS

Responding firms must demonstrate:

- Experience preparing Development Impact Fee Nexus Studies in Texas
- Knowledge of Texas Local Government Code Chapter 395
- Experience with municipal infrastructure finance and planning
- Strong analytical, legal, and financial modeling capabilities
- Successful completion of similar projects for comparable municipalities

7. PROPOSAL REQUIREMENTS

Submittals shall include:

A. Cover Letter
B. Firm Profile and Qualifications

C. Project Understanding and Approach
D. Relevant Experience and References
E. Project Team and Key Personnel
F. Proposed Schedule
G. Cost Proposal and Fee Structure
H. Litigation Disclosure (if any)
I. Conflict of Interest Statement

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Relevant Texas Impact Fee Experience** Respondents shall provide a brief summary of their experience preparing Development Impact Fee Studies within the State of Texas. The response should identify completed studies, types of infrastructure evaluated (e.g., water, wastewater, roadway, drainage, public safety, parks), and familiarity with applicable Texas statutes governing impact fees.	0-100 Points	30 *(30% of Total)*
2.	**Understanding of Project & Methodology** Respondents shall provide a brief description demonstrating their understanding of the project objectives and the methodology they will use to complete the work. The response should outline the proposed approach for data collection, growth and land use analysis, infrastructure planning, cost allocation, and development of defensible fee calculations consistent with applicable Texas laws and accepted industry practices.	0-100 Points	25 *(25% of Total)*
3.	**Qualifications of Project Team** Respondents shall provide a brief summary of the qualifications of the proposed project team, including key personnel who will be responsible for completing the work. The response should identify each team member's role, relevant experience, technical expertise, and familiarity with similar projects, particularly within Texas. Respondents should highlight the team's capability in project management, technical analysis, regulatory compliance, and coordination with municipal staff. The City seeks a qualified and experienced team with the knowledge and capacity to successfully deliver the project in a timely and professional manner.	0-100 Points	15 *(15% of Total)*

4.	**Experience with CIAC & Public Adoption** Respondents shall provide a brief summary of their experience on working with Capital Improvements Advisory Committees (CIAC) and supporting the public adoption process for Development Impact Fees in Texas. The response should describe familiarity with statutory requirements, preparation of technical materials, presentations to the CIAC, stakeholder coordination, and assistance with public hearings and governing body adoption. Firms should demonstrate their ability to clearly communicate technical findings, support transparent decision-making, and guide the City through a legally compliant and successful adoption process.	0-100 Points	10 *(10% of Total)*
5.	**Quality of Fee Modeling & Deliverables** Respondents shall provide a brief description of the quality, clarity, and reliability of their fee modeling and project deliverables. The response should explain how the firm develops accurate, transparent, and legally defensible impact fee calculations supported by sound data, clear assumptions, and accepted methodologies.	0-100 Points	10 *(10% of Total)*
6.	**Cost Proposal** Respondents shall provide a clear and concise cost proposal outlining all fees associated with completing the project. The proposal should include a breakdown of costs by task or phase, identification of any optional services, and a not-to-exceed total fee. Respondents should also specify billing structure (lump sum, hourly, or milestone-based), reimbursable expenses (if any), and anticipated project schedule tied to payment milestones. The City seeks a transparent, competitive, and comprehensive cost proposal that reflects the full scope of work and ensures value for public funds.	0-100 Points	10 *(10% of Total)*

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.A.
Purchase and Installation of One Satellite Irrigation System

1. **Agenda Item:**
Consider Authorizing the Purchase and Installation of a Lynx Smart Satellite Irrigation System from Professional Turf Products, L.P., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 706-23 in the Amount Not to Exceed $174,484.68. [Jesus R. Saenz, Assistant City Manager]

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

Staff is requesting the purchase of a Lynx Smart Satellite irrigation system for Los Lagos Golf Course totaling $174,484.68. The current irrigation system control platform at Los Lagos Golf Course is nearly 27 years old and is no longer supported by the manufacturer. Cooperative Pricing is through the Local Government Purchase Cooperative BuyBoard Contract No. 706-23. Projected delivery is within 90 days of Purchase Order issuance. If approved funding may require an appropriation for the Los Lagos Golf Course Fund.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase and Installation of a Lynx Smart Satellite Irrigation system from Professional Turf Products, L.P. Through the Local Government Purchasing Cooperative (BuyBoad) Contract 706-23 in the Ammount Not to Exceed $174,484.68.

Reviewed by:

Prepared by:
Jesus Saenz, Assistant City Manager

Attachments:
A. 200-8111_Lynx Smart Satellite Brochure_GB
B. Aggreement

Lynx® Smart Satellite



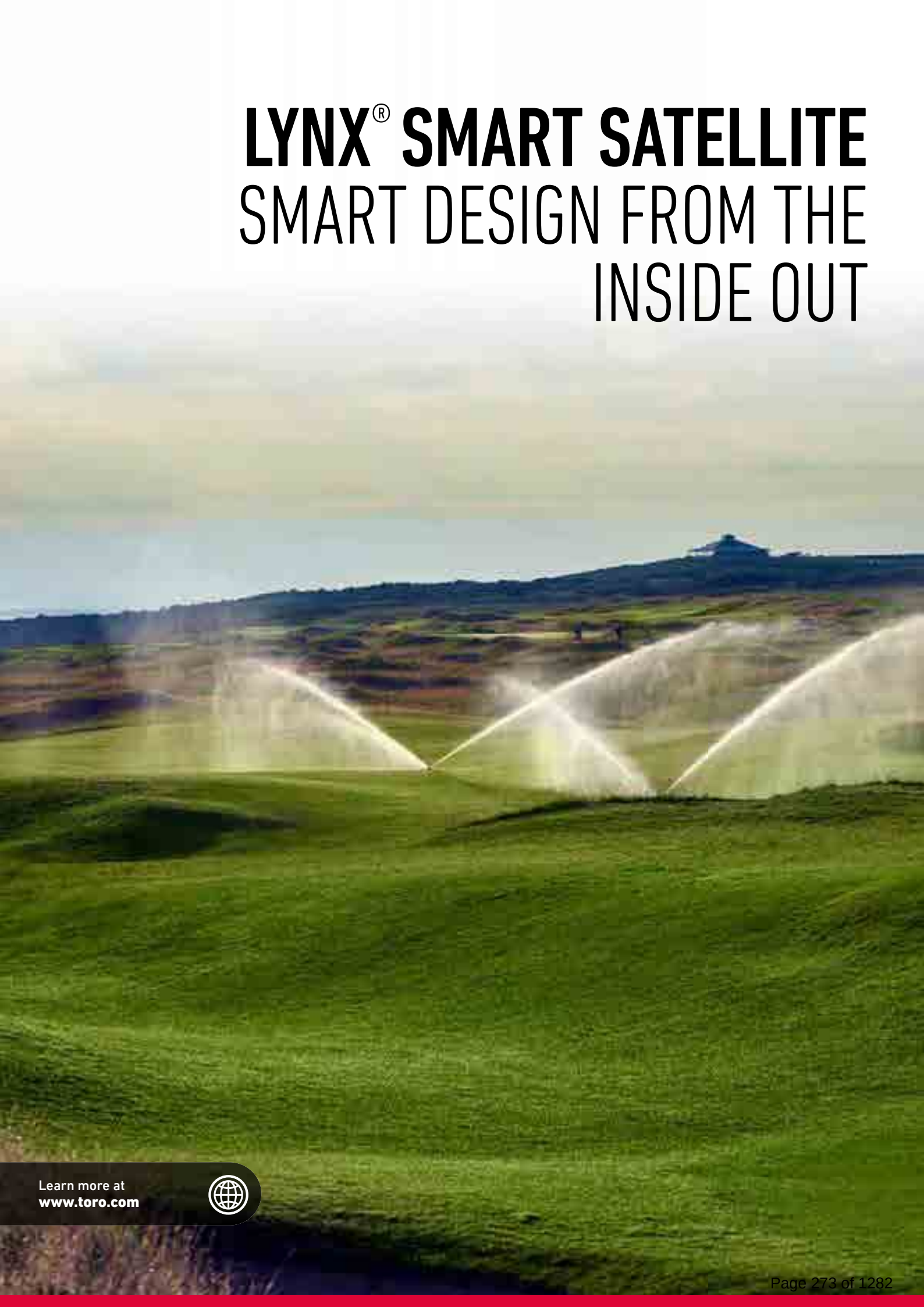






LYNX® SMART SATELLITE

SMART DESIGN FROM THE INSIDE OUT



Learn more at
www.toro.com

What is it that makes the Toro® Lynx® Smart Satellite so smart?

- Toro Lynx Central Control
- Stronger Than Ever Before*
- Water by the Second
- Current Sensing
- New Sensor Input kit
- Wireless or Wired Communication
- Ease of Use
- Improved Protection*
- Better Performance*



* compared to other Toro satellites

SYSTEM FEATURES

Support in **7** languages **64** irrigation programs
16-64 stations in **16** increments
up to **32** stations may run simultaneously
Current sensing on **64** stations and up to **7** input sensors

SMART SATELLITE SPECIFICATIONS	
Line voltage	115-120 or 230-240 VAC, 50/60 Hz (switchable) /130 VA or 100/200 VAC 50/60 Hz
Current Draw (no load)	0.21A (115-120 VAC) or 0.46A (100 VAC)
Current Draw (max load)	0.91A max (115-120 VAC) or 0.99A max (100 VAC)
Current Load max*	3.0A (72VA)
Max load per station*	0.75A (72 VA)
Max load per pump/master valve*	1A (24VA)
Operating Temperature	-10°C to +60°C (14°F to 140°F)
Storage Temperature	-30°C to +65°C (-22°F to 149°F)

*based on available 24 VAC

AND, Lynx Smart Satellite is fully compatible with Lynx VP/Lynx VP®E and Network 8000® systems as an addition or replacement.

SMART FEATURES:

This new field controller functions under the management of a central computer running Lynx or SitePro, or functions as a stand-alone controller. Lynx Smart Satellite supports wireline or radio communications as well as hybrid communication (wireline and radio).







Lynx Map Lynx Handheld Lynx Barcode

COMING SOON! – LYNX DASH

LYNX® CENTRAL CONTROL

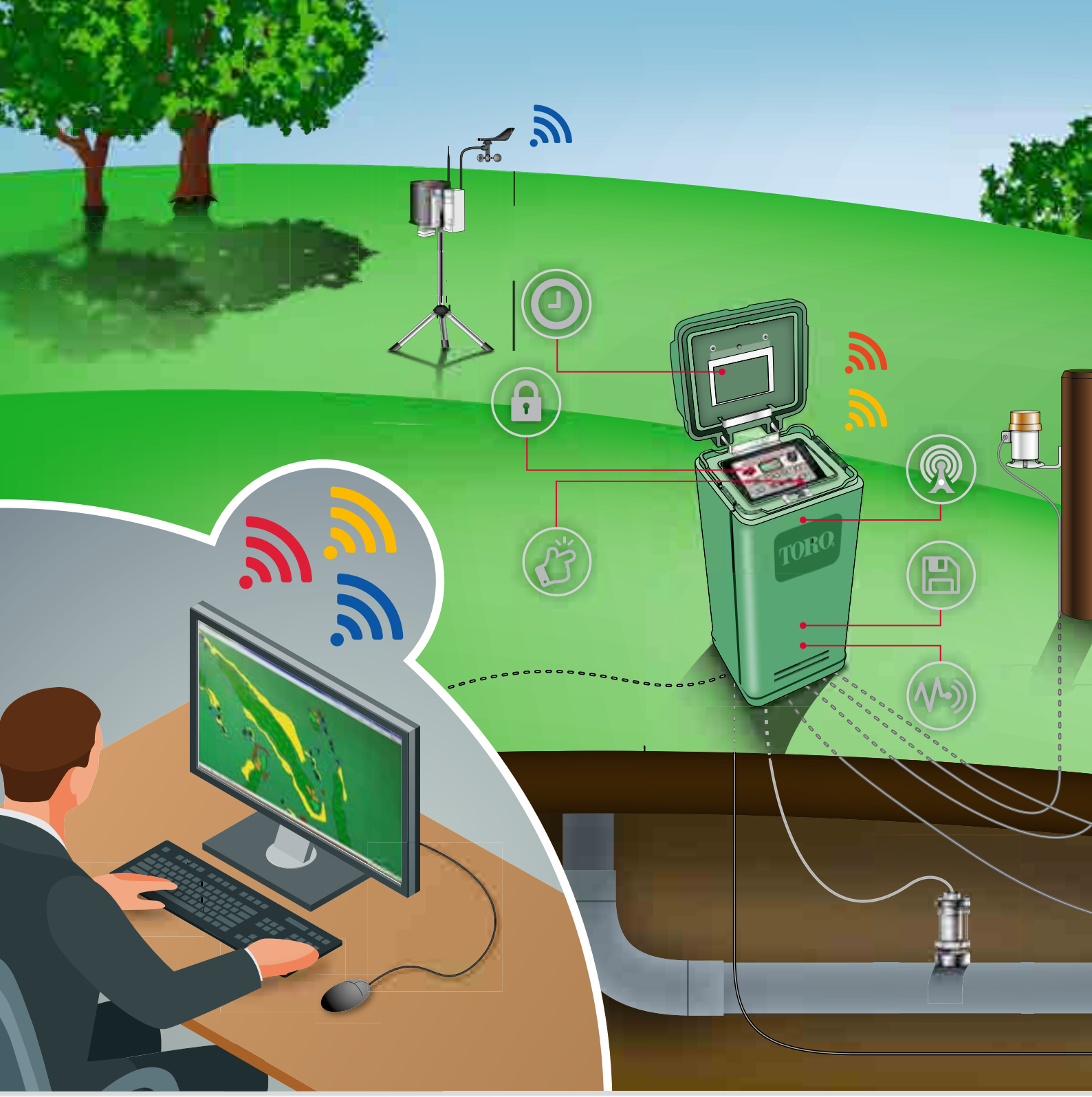
The Toro Lynx Central Control system makes all essential irrigation information available in a single, intuitive interface to help you save time, water and money. Powerful diagnostics automatically inform you about any problems. Key benefits include:

Easy Setup – Lynx gives you a fast, accurate way to program and control your irrigation activities right from your course map.

Easy Control – A comprehensive Course Report function supports your scheduled irrigation with system status information, even on manual watering activities.

Water Savings – Put water exactly where you want, and easily make edits as your course conditions change.

Backward Compatible – For those who have not upgraded to Lynx, the Lynx Smart Satellite is also compatible with the SitePro Central Control system.



STRONGER THAN EVER BEFORE*

- Clear vented covers on circuit boards – protection from pests and corrosion
- Stainless steel and plated metal parts – additional corrosion resistance
- Simplified power distribution
- Fewer cable and connectors

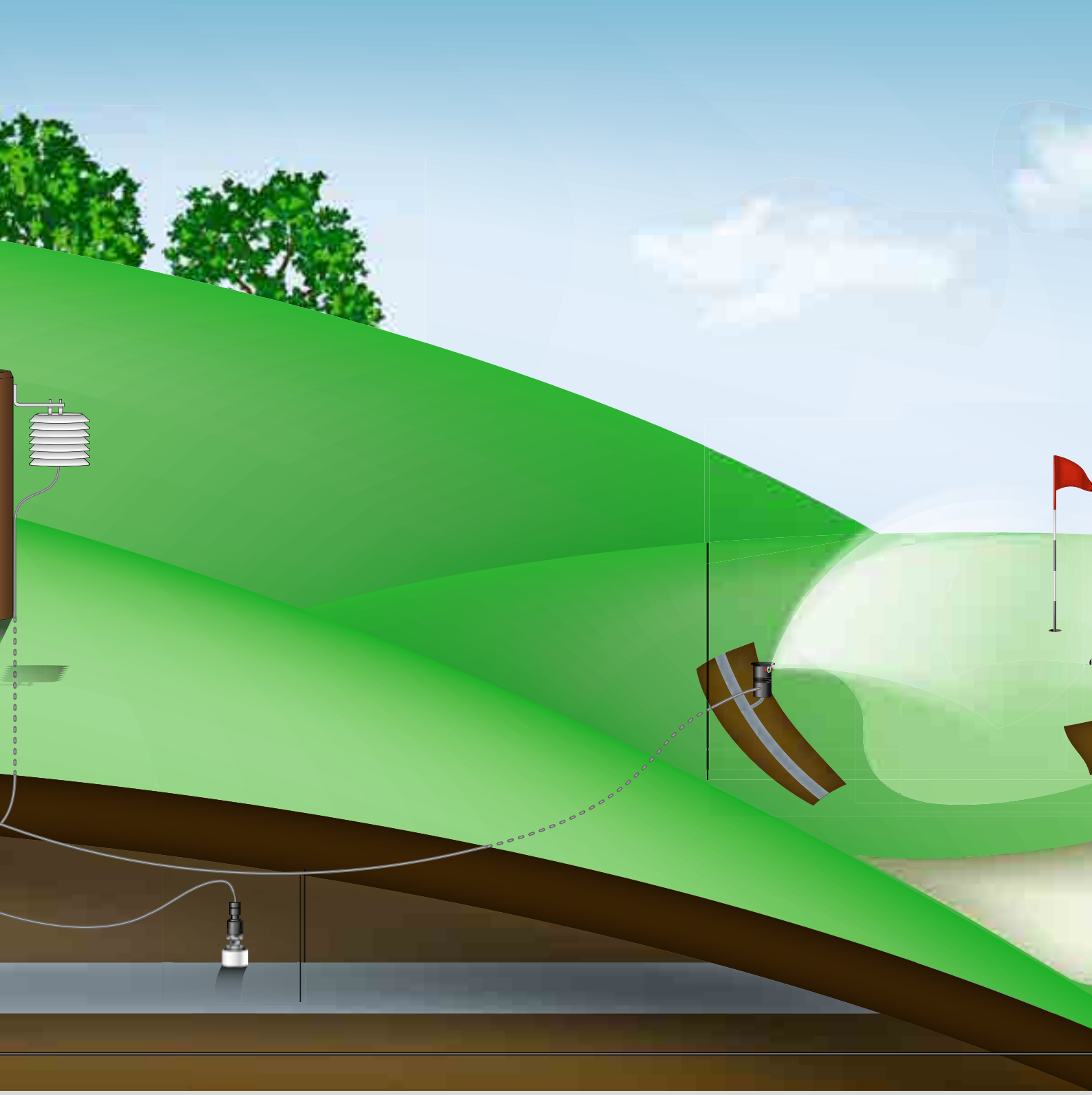
WATERING BY THE SECOND

Save water and optimize the course – apply the appropriate amount of water with precision calculated to the second.

BETTER PROTECTION LEVEL*

Each satellite can be password protected so that only people you want can access and program.

Industry-leading lightning surge protection available.



NEW SENSOR INPUT KIT

Monitor your course from each satellite:

- Water pressure, water flow rate, temperature and rain
- Set alarms and responses to each variable with Lynx (optional: set up in Timing Module for Local mode use)
- LED indicators
- Data accessible in the satellite and periodically uploaded to Lynx
- Sensor data viewable in real-time in Lynx Sensor Dashboard screen

WIRELESS COMMUNICATION WITH THE NEW DIGITAL RADIO

- Faster and more robust digital or analog configuration
- Frequencies and Transmit Power set at the faceplate
- RSSI-radio signal strength indication logged with each message
- Communication checks with other satellites equipped with a digital radio



EASE OF USE

- Illuminated display for enhanced visibility
- Larger display and primary functions available in 7 languages (English, Spanish, French, Italian, Chinese, Korean and Japanese)
- Updated user interface for intuitive and productive manual activity
- Firmware updates by USB or over the central computer (coming soon).

FASTER AND MORE POWERFUL*

- Microprocessor 15 x faster than previous model
- RAM 16x more memory
- Capacity for future capabilities

CURRENT SENSING

Always know what is happening to your course – identify and isolate possible electrical problems so the system continues to operate.

* compared to other Toro satellites



Toro is always there to help you care for your landscapes
the way you want, when you want, wherever you are.

TORO®

Count on it.



toro.com

Worldwide Headquarters
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8111 Lyndale Ave. So.
Bloomington, MN 55420 U.S.A.
Phone: (1) 952 888 8801

Printed in Belgium

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@ToroGolf

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STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND PROFESSIONAL TURF PRODUCTS, L.P. FOR THE INSTALLATION OF A LYNX SMART SATELLITE IRRIGATION SYSTEM AT LOS LAGOS GOLF COURSE**
COUNTY OF HIDALGO	**§**	
CONSTRUCTION CONTRACT	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Professional Turf Products, L.P.** (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.

5. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional

standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Vendor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Vendor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

I. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor **a sum not to exceed $174,484.68 as listed in Exhibit A**, for installation of a Lynx smart satellite irrigation system at Los Lagos Golf Course final payment will occur once installation is completed, inspected and accepted as satisfactory by the City.

B. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Vendor following termination or expiration of this Agreement as defined below, the Vendor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) six months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit" B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

Professional Turf Products, L.P.
9468 Selma Parkway
Selma, TX 78154
Mike Heard
Account Executive

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall

any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Benito Alonzo
Interim City Attorney

PROFESSIONAL TURF PRODUCTS, L.P.

BY:_____
Mike Heard
Account Executive
9468 Selma Parkway
Selma, TX 78154
(210) 265-9969

Attachments: **Exhibit "A" Scope of Services and Proposal and Warranty**
Exhibit "B" Insurance

EXHIBIT "A" SCOPE OF SERVICES AND PROPOSAL AND WARRANTY TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR SERVICES

Professional Turf Products, L.P.
9468 Selma Parkway
Selma, Texas 78154
Elliott Burklund
(210) 265 9969
burklunde@proturf.com

PROFESSIONAL TURF PRODUCTS

TORO. Count on it.

Ship To:	Los Lagos Golf Club	Date:	April 29, 2026
Bill To:	Los Lagos Golf Club	Tax Rate:	
Contact:	Felipe Lopez		
Address:	1720 S. Raul Longoria Rd., Edinburg, TX, 78542	Account Executive:	Mike Heard
Phone:			
Email:		Account Type:	STD
Comments:	Buy Board 706-23		

Proposal

Qty	Model #	Description	Unit	Extended
20	300-064P6M4A	SMART SAT, 064 STA, GREEN, WIRE, LV	$6,288.08	$125,761.60
		LYNX Smart Satellite		**$125,761.60**
1	LX-SW	SOFTWARE, LYNX, CLIENT/SERVER	$7,786.00	$7,786.00
1	LSFI-SR	1 WIRE LINE, 1- DIGITAL RADIO	$15,855.00	$15,855.00
	LSFI-S	1 WIRE LINE	$9,782.50	
		Toro Centrals		**$23,641.00**
20	IRR LABOR	Installation of all satelittes	$ 750.00	$ 15,000.00
1	CS-OPT	CS Optimization (Includes SitePro to Lynx database conversion & basic on-site training for staff	$ 5,000.00	$ 5,000.00
		Labor		**$ 20,000.00**
1	PERF_BOND	**Performance Bond**	$ 5,234.54	**$ 5,234.54**

SubTotal		**$174,484.68**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**174,484.68**

Comments:

Pricing Assumes Professional Turf Products acquires ownership of older sprinkler heads & control system
Some components may require a production deposit upon order implementation.

Terms & Conditions:

1. **Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.**
2. **Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.**

Confidential Property of Professional Turf Products

3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
   C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been

Limited Warranty

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrants to the owner, each new piece of irrigation equipment (featured in the current catalog at date of installation) against defects in material and workmanship for a period described below, provided they are used for irrigation purposes under manufacturer's recommended specifications and instructions.

During the warranty period, we will repair or replace, at our option, any part found to be defective. Your remedy is limited solely to the replacement or repair of defective parts.

This warranty does not apply (i) to Acts of God (e.g., lightning, flooding, etc.); or (ii) to products not manufactured by Toro when used in conjunction with Toro products; or (iii) where equipment is used, or installation is performed in any manner contrary to Toro's specifications and instructions, or where equipment is altered or modified.

Return the defective part to your irrigation contractor or installer, or your local Golf Irrigation Distributor, or contact:

The Toro Company
5825 Jasmine Street
Riverside, CA 92504
(800) 664-4740

For the location of your nearest Toro distributor outside the U.S., call: (951) 688-9221.

Neither Toro nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of equipment, including but not limited to: vegetation loss, the cost of substitute equipment or services required during periods of malfunction or resulting non-use, property damage or personal injury resulting from installer's actions, whether negligent or otherwise.

Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the duration of this express warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights and you may have other rights which vary from state to state. Proof of installation date required for any warranty claim and for any product covered by this warranty.

Lynx® Smart Satellite

Lynx Smart Satellite is covered by this warranty for 2 years from the date of installation.

Golf Sprinklers

All Toro golf sprinklers and conversion assemblies are covered by this warranty for 3 years from the date of installation.

All Toro golf sprinklers purchased and installed with a Toro swing joint will be covered by a 5 year warranty*. Proof of simultaneous installation required for any warranty claim.

INFINITY® Series add-on accessories will be covered by a 1 year warranty.

** Excludes 590GF Series and sprinkler conversion assemblies.*

Swing Joints

Toro swing joints are covered by this warranty for 5 years from the date of installation. Warranty covers defects in manufacturing and excludes damage resulting from natural phenomenas such as frost heave.

Valves

220G Series, P-220G Series and P-220GS Series valves are covered by this warranty for 5 years from date of installation. 470 Series quick coupler valves are covered by this warranty for 2 years from date of installation.

DL2000™ Subsurface Drip Irrigation

Toro DL2000™ Subsurface Drip Irrigation products are covered by this warranty for 2 years from date of installation.

Control Systems, Turf Guard®, Valve Boxes, and Dry Boxes

All Toro golf control systems (central controls, field satellite controllers, GDC, Turf Guard and Sensor Input Kits), Valve Boxes and Dry Boxes, unless covered by a Toro NSN® Support Plan, are covered by this warranty for 1 year from date of installation.

Lynx Smart Module

Lynx Smart Module is covered by this warranty for 3 years from the date of installation. This includes modules that are purchased as a component of an INFINITY or FLEX800™ Series sprinkler. If those sprinklers are purchased and installed with a Toro swing joint, the Lynx Smart Module is covered for 5 years.

We reserve the right to improve our products and make changes in the specifications and designs without notice and without incurring obligation. Products depicted in this brochure are for demonstration purposes only. Actual products offered for sale may vary in design and features.

EXHIBIT "B" INSURANCE CERTIFICATE
TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND VENDOR FOR SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 03/25/2026

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Professional Turf Products L.P.
1010 N Industrial Blvd
Euless TX 76039-7442 USA

COVERAGES **CERTIFICATE NUMBER:** 570118758227 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO348655024	04/01/2026	04/01/2027	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			BAP 3486549-24 Bus Auto (Commercial)	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			BAP 3486870-21 Bus Auto (PRIV PASS)	04/01/2026	04/01/2027	BODILY INJURY (Per person)	
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY; X 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			WC348654824	04/01/2026	04/01/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

RE: Professional Turf Products LP - Buildings, owned facilities, 1010 No. Industrial Blvd., Euless, TX 76039, 9468 Selma Parkway, Selma, TX 78154, 5520 Brittmore, Houston, TX 77041, 2201 N. Beech Ave., Broken Arrow, OK 74012-2297, 10935 Eicher Drive, Lenexa, KS 66219, 508 Cori Drive, Belton, TX, 5808 S. Atlanta Place, Tulsa, OK 74105. Evidence of Insurance.

CERTIFICATE HOLDER

Professional Turf Products LP
1010 N. Industrial Blvd.
Euless TX 76039 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570118758227

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.B.
Repair of Articulated Hauler A25G, Unit 1142

1. **Agenda Item:**
Consider Authorizing the Expenditure for the Repair of Unit 1142, A25G Articulated Hauler by Romco Equipment Co., in the Amount of $36,912.77. [Ramiro L. Gomez, Director Solid Waste Management]

2. **Description:**
A malfunction was reported by the operator of Unit 1142 and, in accordance to our maintenance response Site Operating Plan, our fleet services mechanic conducted a visual inspection of the unit and determined that the center hitch had broken and required welding. Our mechanic recommended that the dealer, Romco Equipment Co, conduct a more thorough inspection to determine the full extent of the damage. Romco's assessment established that the center hitch repair required separating the front and rear frames, removing and replacing pins and bearings, and welding the hitch.

The procurement of repair services from Romco Equipment Co. is essential to maintain the operational integrity, safety, and certification of the equipment. As the manufacturer's authorized representative, Romco Equipment Co. maintains exclusive access to proprietary diagnostic software, specialized calibrated tooling, and OEM components specifically engineered for this equipment. Utilization of authorized personnel is a prerequisite for maintaining manufacturer warranty compliance and ensures all repairs adhere to strict engineering specifications. Furthermore, direct procurement is necessary to mitigate the risk of catastrophic system failure and associated liability. This approach ensures a unified warranty on both components and labor, providing a single point of accountability for all maintenance and repair activities.

This unit is currently utilized as a front-line unit in a six-unit fleet. These units work in conjunction with our excavator used in earthen construction, land clearing, soil cleanup and landfill daily intermediate and final cover material placement. This equipment facilitates the need to meet our current permit, operational and contractual obligations with regard to construction, cleaning, and waste cover placement as mandated by TCEQ.

If approved, repairs are estimated to be completed within 10 to 15 days from issuance of the purchase order.

Funding is available through the FY 2025-2026 Budget, Solid Waste Management Fund, Contractual, Machines & Equipment.

Staff has verified that no monies are owed to the City by Romco Equipment Co, Texas.

3. **Staff's Recommendation:**
Approve Authorizing the Expenditure for the Repair of Unit 1142, A25G Articulated Hauler by Romco Equipment Co., in the Amount of $36,912.77.

Reviewed by:		**Prepared by:**
Ramiro Gomez, Director of Solid Waste Management	Approved - 4/29/2026	Dalinda Cardenas, Administrative Specialist
Tomas Reyna, Assistant City Manager	Final Approval - 4/29/2026	

Attachments:

A. Romco - Service Estimate

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0610977	02/23/2026
Apply To	**Customer ID**	**PO**
	15849	SPO 271745

Bill To:
CITY OF EDINBURG
P O Box 1079

Edinburg TX 78540

Ship To:
CITY OF EDINBURG LANDFILL
8601 Jasman RD

EDINBURG TX 78542

Please Remit To:
ROMCO Equipment Co.
P.O. Box 736957
Dallas, TX 75373-6957
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Rick Ortega

Ship Via: FedEx

COMPLAINT

R&R ARTICULATION FRAME
TOMAS 956-403-2659
EDINBURG LANDFILL

CAUSE

CORRECTION

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
125510	1142	VOLVO A25G 6 x 6 ARTICULATED HAULER	Volvo	A25G	742334	9359.00

PARTS/LABOR

Qty/Hrs	Mfr.	Part#	Description	Bin	Unit Price	Amount
1	OP	OPFREIGHT	pick up unit at Edinburg landfill take to ROMCO shop*		950.00	950.00
1	OP	OPFREIGHT	delivery unit to Edinburg landfill*		950.00	950.00
1	VM	VOE16933482	REAR HITCH		12,431.45	12,431.45
1		FREIGHT IN	Parts Freight VOR/LTL 2 to 7 days		1,339.69	1,339.69
1	VM	VOE927989	FLANGE NUT		20.40	20.40
1	VM	VOE11060940	WASHER		140.30	140.30
1	VM	VOE11060905	PIN		774.20	774.20
2	VM	VOE11195539	SCRAPER		91.82	183.64
2	VM	VOE11060548	BEARING		525.38	1,050.76
1	VM	VOE16822418	JAM NUT		146.05	146.05
2	VM	VOE11195855	PIN		9.30	18.60
1	VM	VOE11060840	SPACER RING		160.91	160.91
1	VM	VOE16807282	STUD		55.55	55.55
1	VM	VOE11060537	WASHER		111.61	111.61

The above is an estimate based on our inspection and does not cover additional internal parts or labor which may be required after the work has begun. Occasionally, after work has started, worn parts are discovered which are not evident on first inspection; therefore, the above prices are not guaranteed and all estimates are good for thirty (30) days only.

Qty/Hrs	Mfr.	Part#	Description	Bin	Unit Price	Amount
1	VM	VOE16822419	JAM NUT		154.88	154.88
2	VM	VOE16953530	SCRAPER RING		56.62	113.24
1	VM	VOE15159244	PIN		789.60	789.60
2	VM	VOE962936	SET SCREW		9.52	19.04
2	VM	VOE914167	LUBRICATING NIPPLE		7.14	14.28
4	VM	VOE15105231	O-RING		101.74	406.96
1	VM	VOE11060536	BEARING		2,406.83	2,406.83
1	VM	VOE17221580	ROLLER BEARING		2,213.57	2,213.57
3	VM	VOE11064602	O-RING		118.42	355.26
6	VM	VOE11195533	SHIM		12.08	72.48
6	VM	VOE11195534	SHIM		11.47	68.82
9	VM	VOE11195535	SHIM		11.04	99.36
1	VM	VOE11195034	BEARING COVER		1,830.48	1,830.48
3	VM	VOE959236	HEX. SOCKET SCREW		4.37	13.11
12	VM	VOE60113111	FLANGE SCREW		5.36	64.32
1	VM	VOE11119270	CELLULAR PLASTIC		114.64	114.64
1		FREIGHT IN	Parts Freight - NEXT DAT		942.74	942.74
40h		LBR	Labor		210.00	8,400.00
1		SUPPLIES	Shop Supplies		500.00	500.00

SUBTOTAL	
Parts	25,730.34
Labor	8,400.00
Misc.	500.00
Freight	2,282.43
Discount	
Tax	
TOTAL	**36,912.77**

Resale Cert. No. :

The above is an estimate based on our inspection and does not cover additional internal parts or labor which may be required after the work has begun. Occasionally, after work has started, worn parts are discovered which are not evident on first inspection; therefore, the above prices are not guaranteed and all estimates are good for thirty (30) days only.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.C.
Repairs for Caterpillar 826H, Unit 1157

1. **Agenda Item:**
Consider Authorizing the Expenditure for the Repairs of Unit 1157, 826H Compactor by Holt Caterpillar of Edinburg, Texas in the Amount of $38,122.88. [Ramiro L. Gomez, Director Solid Waste Management]

2. **Description:**
Upon a thorough inspection of Unit 1157, 826H Compactor by the dealer Holt Caterpillar, it was established that the compactor required articulation repairs. These repairs included cleaning of the center hitch components, replacing the hitch bearings and seals, and welding and machining on the articulation assembly. The procurement of repair services from Holt Caterpillar is essential to maintain the operational integrity, safety, and certification of the equipment. As the manufacturer's authorized representative, Holt Caterpillar maintains exclusive access to proprietary diagnostic software, specialized calibrated tooling, and OEM components specifically engineered for this equipment. Utilization of authorized personnel is a prerequisite for maintaining manufacturer warranty compliance and ensures all repairs adhere to strict engineering specifications. Furthermore, direct procurement is necessary to mitigate the risk of catastrophic system failure and associated liability. This approach ensures a unified warranty on both components and labor, providing a single point of accountability for all maintenance and repair activities.

This unit is our Type 4 primary compactor that assists to alleviate the daily operational load. Our current incoming tonnages require the utilization of two (2) compactors in addition to our track support equipment to effectively and efficiently manage the operational demands. Although another compactor is available for operation, it does not have the capacity to effectively manage the waste stream for extended periods. Therefore, when evaluating repair options, extended equipment downtime is a major factor that is considered. The loss of Unit 1157 leaves the Department without viable alternatives for either site, significantly impacting operational efficiency and compliance. Waste compaction is one of the critical regulatory elements that our landfill is audited for due to mass stability concerns and Public Health and Safety issues. Without proper compaction, the landfill also loses its marketable commodity, airspace. The loss of airspace reduces yearly profitability potential, accelerates cell construction schedules to meet current airspace contractual obligations, and places an undue financial burden on the City. This makes the compactors one of the most essential pieces of equipment for daily landfill operations.

If approved, repairs are estimated to be completed within 20 to 30 days from issuance of the purchase order.

Funding is available through the FY 2025-2026 Budget, Solid Waste Management Fund, Contractual, Machines & Equipment.

Staff has verified that no monies are owed to the City by Holt Caterpillar of Edinburg, Texas.

3. **Staff's Recommendation:**
Approve Authorizing the Expenditure for the Repairs of Unit 1157, 826H Compactor by Holt

Caterpillar of Edinburg, Texas in The Amount of $38,122.88.

Reviewed by:		**Prepared by:**
Ramiro Gomez, Director of Solid Waste Management	Approved - 4/29/2026	Deyra Marquez, Customer Service Specialist
Tomas Reyna, Assistant City Manager	Final Approval - 4/29/2026	

Attachments:

A. Holt Cat- Service Estimate

Edinburg North - Machine
10701 US 281 NORTH
EDINBURG, TX 78541

CITY OF EDINBURG SOLID WASTE
ATTN FINANCE DEPT-A/P PO BOX 1079
EDINBURG 78540-1079

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
0261449	RAMIRO GOMEZ JR	956 381 5635		
QUOTE NO.	**P.O. NO.**	**DATE**	**EMAIL**	
267680		3/3/2026 12:00:00 A	rgomez@cityofedinburg.com	
MAKE	**MODEL**	**SERIAL NO.**	**UNIT NO.**	**hours**
AA	826H	AWF00553	1157	12531

NOTES

PARTS & LABOR NOT INCLUDED FOR STEERING CYLINDER
ISSUES IF FOUND. AFTER REMOVING CAB WILL INSPECT.
CUSTOMER WILL BE NOTIFIED OF STEERING CYLINDER IF
IN NEED OF LINE BORING OR OTHER REPIARS

SEGMENT: 00 CLEAN MACHINE (070 7000)
NOTES:
INCLUDES CLEANING OF CENTER HITCHES PRIOR TO AND
DURING THE PROCESS OF REPAIR

Labor

Item No	Qty	Description	Unit Price	Ext Price
SHP	16	SHOP LABOR	220.00	3,520.00

Total Labor: 3,520.00

Labor Summary

Segment 00 Total : 3,520.00

SEGMENT: 01 REMOVE AND INSTALL ROPS/FOPS CAB (010 7325)
NOTES:
REMOVING AND INSTALLING CAB AND ANY GUARDS AS
NECESSARY TO ACCESS AREAS OF REPAIR.

Labor

Item No	Qty	Description	Unit Price	Ext Price
SJS	24	LABOR	220.00	5,280.00

Total Labor: 5,280.00

Labor Summary

Segment 01 Total : 5,280.00

SEGMENT: 02 SEPARATE AND CONNECT MACHINE (029 7000)
NOTES:
SEPARATING AND CONNECTING THE FRONT AND REAR FRAMES OF THE MACHINE, CRIBBING OF FRONT AND REAR FRAMES

Labor

Item No	Qty	Description	Unit Price	Ext Price
SHP	24	SHOP LABOR	220.00	5,280.00

Total Labor: 5,280.00

Labor Summary

Segment 02 Total : 5,280.00

SEGMENT: 56 REPLACE BEARINGS & SEALS HITCHES (028 7100)
NOTES:

Parts

Part No	Qty	Description	Unit Price	Ext Price
1152955	1	PIN A	410.86	410.86
1152958	1	PIN	1,125.31	1,125.31
1316096	1	PLATE-LOCK	173.23	173.23
1739779	2	BOLT-HEX	14.51	29.02
1748907	10	CUTOFF WHEEL	5.35	53.50
1J2860	2	CUP	102.57	205.14
1J4757	2	CONE	186.17	372.34
1V8848	2	SHIM PACK	95.23	190.46
2592627	8	BOLT	3.34	26.72
3B8489	2	FITTING	4.09	8.18
3K6454	2	SEAL	42.48	84.96
4V1901	2	BEARING	68.29	136.58
589-7434	2	BRACKET AS-L	49.71	99.42
5K3489	1	SHIM PACK	61.52	61.52
5K3490	1	SPACER	174.13	174.13
5K3491	1	SPACER	175.46	175.46
5K3492	1	SHIM PACK	161.65	161.65
5P8245	8	WASHER-HARD	1.49	11.92
6H3999	2	SEAL-OIL	22.91	45.82
6V8237	2	WASHER	3.93	7.86
7D8636	2	CONE-BIG	65.42	130.84
7D8637	2	CUP BEARING	49.02	98.04
7G8839	1	SPACER	12.32	12.32
7X2549	6	BOLT	6.24	37.44
8T4192	1	BOLT	1.98	1.98
8T4223	32	WASHER	1.70	54.40
8T5092	10	BOLT	8.98	89.80
9U6912	2	TAPE FOIL	83.67	167.34
36H138	12	11-518 M	11.97	143.64

Total Parts:	4,289.88

Labor

Item No	Qty	Description	Unit Price	Ext Price
SHP	40	SHOP LABOR	220.00	8,800.00

Total Labor:	8,800.00
Segment 56 Total :	13,089.88

SEGMENT: 62 WELD MACHINE (062 7000)
NOTES:

Labor

Item No	Qty	Description	Unit Price	Ext Price
SHP	1	WELD & MACHINE ART BORES	6,897.00	6,897.00
SJS	1	WELD & MACHINE FACES	2,926.00	2,926.00

Total Labor:	9,823.00

Labor Summary

Misc

Item No	Qty	Description	Unit Price	Ext Price
MISC	1	MISC	1,130.00	1,130.00

Total Misc:	1,130.00
Segment 62 Total :	10,953.00
Total Segments:	38,122.88
SUB TOTAL (BEFORE TAXES)	38,122.88

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

ESTIMATED REPAIR TIME:_____ from start date
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#_____, Authorized Name_____ Please Print.

Date_____/_____/_____. _____
Signature

Any Questions? Please Call Felix Salazar at 956.292.7939.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.D.
Repair of Articulated Hauler 410E, Unit 1144

1. **Agenda Item:**
Consider Authorizing the Expenditure for the Repair of Unit 1144, 410E Articulated Dump Truck by Doggett Heavy Machinery Services, LLC, in the Amount of $65,608.90. [Ramiro L. Gomez, Director Solid Waste Management]

2. **Description:**
A malfunction was reported by the operator of Unit 1144 and, in accordance to our maintenance response Site Operating Plan, our fleet services mechanic conducted a visual inspection of the unit and determined that the spacer in the center pivot was worn out. Our mechanic recommended that the dealer, Doggett Heavy Machinery Services, LLC, conduct a more thorough inspection to determine the full extent of the damage. Doggett's assessment established that the articulation joint needed replacement and the center pivot points required repairs using a specialized line boring, welding, and bushing replacement to correct wear and misalignment between the front and rear frames.

This unit is currently utilized as a front-line unit in a six-unit fleet. These units work in conjunction with our excavator used in earthen construction, land clearing, soil cleanup and landfill daily intermediate and final cover material placement. This equipment facilitates the need to meet our current permit, operational and contractual obligations with regard to construction, cleaning, and waste cover placement as mandated by TCEQ.

If approved, repairs are estimated to be completed within 10 to 15 days from issuance of the purchase order.

Funding is available through the FY 2025-2026 Budget, Solid Waste Management Fund, Contractual, Machines & Equipment.

Staff has verified that no monies are owed to the City by Doggett Heavy Machinery Services, LLC, Texas.

3. **Staff's Recommendation:**
Approve Authorizing the Expenditure for the Repair of Unit 1144, 410E Articulated Dump Truck by Doggett Heavy Machinery Services, LLC, in the Amount of $65,608.90.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management — Approved - 4/29/2026
Tomas Reyna, Assistant City Manager — Final Approval - 4/29/2026

Prepared by:
Dalinda Cardenas, Administrative Specialist

Attachments:
A. Doggett - Service Estimate

DOGGETT

Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 (409) 842-1754
Houston, TX 77037 (713) 679-6700
Bryan, TX 77806 (979) 778-4825
Corpus Christi, TX 78405 (361) 289-0727
San Juan, TX 78589 (956) 787-0001
Victoria, TX 77905 (361) 570-6666

SHIP TO:	EDINBURG LANDFILL 2812 MAIN SHOP GENERAL DELIVERY ONLY EDINBURG, TX 78550-9999	Branch: 44 - SAN JUAN TX		
		Date: 04/07/2026	Time: 14:27:23 (O)	Page: 1
		Account No.: EDINB003	Phone No.: 9563835661	Invoice No: 03 044767
INVOICE TO:	CITY OF EDINBURG ATTN ACCOUNTS PAYABLE PO BOX 1079 EDINBURG TX 78540	Ship Via: unit 1144	Purchase Order: SPO 271001	
		Sales Tax License No.:	F.S.T. ID:	
			Salesperson: 444	

ESTIMATE EXPIRY DATE: 04/25/2026

DESCRIPTION

Estimate is valid for 30 days from the date of the original estimate.

********* Segment 01 *********

Stock #: TN712349 410E-II ART DMP TRK TG MS #: 1DW410EBJMF712349
Make: JD Model: 410E
Is to have the following work done by 04/24/2026 (Estimated)

SERVICE CALL OUT EDINBURG LANDFILL

MISCELLANEOUS CHARGES:	Description	Price	Amount
	FUEL SURCHARGE	10.00	10.00
	MILEAGE RATE	120.00	120.00

Labor:	225.00
Miscellaneous:	130.00
Subtotal:	355.00

Authorization: _____

********* Segment 02 *********

101 INSPECTION

Authorization: _____ Subtotal: .00

********* Segment 03 *********

CENTER PIVOT DIAGNOSTICS / SPLIT UNIT
COMPLAINT:
WORN SPACER IN CENTER PIVOT.

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES	40.00	40.00
	ENVIRON. CHARGE	20.00	20.00

Received By_____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees

DOGGETT

Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 (409) 842-1754 | Houston, TX 77037 (713) 679-6700 | Bryan, TX 77806 (979) 778-4825
Corpus Christi, TX 78405 (361) 289-0727 | San Juan, TX 78589 (956) 787-0001 | Victoria, TX 77905 (361) 570-6666

SHIP TO:
EDINBURG LANDFILL
2812 MAIN SHOP
GENERAL DELIVERY ONLY
EDINBURG, TX 78550-9999

Branch: 44 - SAN JUAN TX
Date: 04/07/2026 | Time: 14:27:23 (O) | Page: 2
Account No.: EDINB003 | Phone No.: 9563835661 | Invoice No.: 044767

INVOICE TO:
CITY OF EDINBURG
ATTN ACCOUNTS PAYABLE
PO BOX 1079
EDINBURG TX 78540

Ship Via: unit 1144 | Purchase Order: SPO 271001
Sales Tax License No.: | F.S.T. ID:
Salesperson: 444

ESTIMATE EXPIRY DATE: 04/25/2026

DESCRIPTION

Labor:	3870.00
Miscellaneous:	60.00
Subtotal:	3930.00

Authorization: _____

********* Segment 04 *********

REPAIR CENTER PIVOT POINTS / LINE BORE

Part#	Description	Qty	Price	Amount
19H3836	CAP SCREW	8	10.96	87.68
TT206765	UNIVERSAL	1	599.11	599.11
AT500512	Universal Joint	1	512.65	512.65
R114105	SCREW	16	14.60	233.60
T75447	ELBOW FITT	1	14.28	14.28
T28850	ELBOW	2	15.95	31.90
H171472	Adapter Fitting	3	19.85	59.55
R35352	FITTING	5	13.64	68.20
AT453775	Pin	2	276.13	552.26
R39832	ADAPTER	1	16.00	16.00
H80936	ELBOW FITT	2	17.30	34.60
P40098	ADAPTER	2	10.98	21.96
AT454030	Seal	8	69.17	553.36
T176064	BUSHING	3	20.01	60.03
19M10551	Cap Screw	2	12.69	25.38
T288923	Seal	2	34.73	69.46
14M7291	FLANGE NUT	5	9.30	46.50
T209869	BUSHING	1	163.30	163.30
19M8976	Cap Screw	5	28.83	144.15
19M7361	CAP SCREW	8	8.85	70.80
T416101	Cover	1	669.08	669.08
AT404966	Pin	1	830.90	830.90
T428738	Seal	1	39.37	39.37
T200887	COVER	1	758.17	758.17
T209834	Locking Collar	1	299.85	299.85
T209837	Shim	3	25.53	76.59

Received By_____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees

DOGGETT

Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 (409) 842-1754 | Houston, TX 77037 (713) 679-6700 | Bryan, TX 77806 (979) 778-4825
Corpus Christi, TX 78405 (361) 289-0727 | San Juan, TX 78589 (956) 787-0001 | Victoria, TX 77905 (361) 570-6666

SHIP TO:
EDINBURG LANDFILL
2812 MAIN SHOP
GENERAL DELIVERY ONLY
EDINBURG, TX 78550-9999

INVOICE TO:
CITY OF EDINBURG
ATTN ACCOUNTS PAYABLE
PO BOX 1079
EDINBURG TX 78540

Branch: 44 - SAN JUAN TX			
Date: 04/07/2026	Time: 14:27:23 (O)	Page: 3	
Account No.: EDINB003	Phone No.: 9563835661	Invoice No: 044767	
Ship Via: unit 1144		Purchase Order: SPO 271001	
Sales Tax License No.:		F.S.T. ID:	
		Salesperson: 444	

ESTIMATE EXPIRY DATE: 04/25/2026

DESCRIPTION

Part#	Description	Qty	Price	Amount
T209836	Shim	3	16.85	50.55
T209835	Shim	3	16.45	49.35
T209839	COVER	1	827.51	827.51
AT312391	Bearing	1	1011.58	1011.58
T156473	SEAL	2	54.32	108.64
T354265	Spacer	1	94.15	94.15
T274915	Pin Fastener	1	967.81	967.81
T362938	Bushing	2	102.84	205.68
T289144	Seal	4	94.38	377.52
T354262	Spacer	1	62.45	62.45
AT202609	BEARING	1	560.25	560.25
T156926	SEAL	2	40.56	81.12
T156711	SHIM *	3	14.38	43.14
T156710	SHIM *	3	18.12	54.36
T156709	SHIM *	3	15.14	45.42
JD7759	GREASE FITTING	2	1.11	2.22
24M7240	WASHER	20	4.00	80.00
19M9315	CAP SCREW	20	12.39	247.80
STRCC	FREIGHT	1	235.00	235.00

MISCELLANEOUS CHARGES:

Description	Price	Amount
SHOP SUPPLIES	143.95	143.95
ENVIRON. CHARGE	110.00	110.00
LINE BORE / BUILD UP	9500.00	9500.00

Parts:	11143.28
Labor:	3870.00
Miscellaneous:	9753.95
Subtotal:	24767.23

Authorization: _____

********* Segment 05 *********

R&R WORN OSCILLATION FRAME

Received By_____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees

DOGGETT

Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
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Corpus Christi, TX 78405 (361) 289-0727 | San Juan, TX 78589 (956) 787-0001 | Victoria, TX 77905 (361) 570-6666

SHIP TO:
EDINBURG LANDFILL
2812 MAIN SHOP
GENERAL DELIVERY ONLY
EDINBURG, TX 78550-9999

INVOICE TO:
CITY OF EDINBURG
ATTN ACCOUNTS PAYABLE
PO BOX 1079
EDINBURG TX 78540

Branch: 44 - SAN JUAN TX		
Date: 04/07/2026	Time: 14:27:23 (O)	Page: 4
Account No.: EDINB003	Phone No.: 9563835661	Invoice No: 03 044767
Ship Via: unit 1144	Purchase Order: SPO 271001	
Sales Tax License No.:	F.S.T. ID:	
	Salesperson: 444	

ESTIMATE EXPIRY DATE: 04/25/2026

DESCRIPTION

ADDITIONAL DESCRIPTION:
OSCILLATION JOINT, REMOVE AND REPLACE
Remove and replace oscillation joint.
Assemble in reverse order.

Part#	Description	Qty	Price	Amount
T389584	FRAME	1	20097.89	20097.89
T289144	Seal	4	94.38	377.52
T362938	Bushing	2	102.84	205.68
AT380832	Seal	1	615.06	615.06
AT383147	Seal	2	338.63	677.26
AT381326	Bearing	1	1388.88	1388.88
T273019	Housing	1	2598.77	2598.77
19M7903	CAP SCREW	18	22.67	408.06
24M7243	WASHER	18	11.61	208.98
AT469839	Bearing With Ho	1	7453.57	7453.57

MISCELLANEOUS CHARGES:

Description	Price	Amount
SHOP SUPPLIES	100.00	100.00
ENVIRON. CHARGE	60.00	60.00

Parts:	34031.67
Labor:	2365.00
Miscellaneous:	160.00
Subtotal:	36556.67

Authorization: _____

Parts:	45174.95
Labor:	10330.00
Miscellaneous:	10103.95
TOTAL:	65608.90

Received By_____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.E.
Hanson Professional Services, Inc.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $373,205.00 for FY 2026 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
The agreement encompasses all services necessary to conduct our groundwater and gas sampling, analysis and reporting, gas well field sampling and analysis, leachate, Title V, NSPS sampling, analysis, reporting, surveying, project management, site evaluation, and reporting, along with their submittals to the Texas Commission on Environmental Quality for the City's Type I and IV Landfill Facilities as required under their current permit obligations.

The agreement further encompasses necessary technical and construction/operational assistance (General Services) to Landfill Personnel. Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical, and environmental requirements of the City's Landfill and its continued development. Hanson Professional Services, Inc. who was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021, and is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill, is being recommended to continue with this project due to their experience, familiarity, and expertise with the operation and its permit requirements. The Edinburg Landfill, under its current operational permit obligations, must submit reporting providing assurance that our operations, construction, and landfill activities are compliant with our current state and federal operating permit obligations ensuring public health and safety. These assurances/reports are required under Title 30 of the Texas Administrative Code, Chapter 330 and its subsequent subchapters and Title V of the Code of Federal Regulations.

Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical, and environmental requirements of the City's Landfill and its continued development. Hanson Professional Services, Inc. was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021, through RFQ 2021-001. The initial five-year contract which provided environmental engineering services to Edinburg's Regional Sanitary Landfill expired in April 2026 with options to renew two, one-year increments. The City elected to extend the contract for its first year of the permitted two, one-year increments based on the optional renewal terms of the agreement, which is set to expire in April 2027.

If approved, this project is expected to be completed in six (6) months upon issuance of the purchase order.

Staff has verified that no monies are owed to the City by Hanson Professional Services, Inc.

Funding is available through the FY 2025-2026 Budget, Solid Waste Management Fund, Contractual and Maintenance, Professional Services.

3. Staff's Recommendation:

Approve authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $373,205.00 for FY 2026 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto.

Reviewed by:		**Prepared by:**
Ramiro Gomez, Director of Solid Waste Management	Approved - 4/29/2026	Dalinda Cardenas, Administrative Specialist
Tomas Reyna, Assistant City Manager	Final Approval - 4/29/2026	

Attachments:

A. Hanson Professional Services, Inc - Proposal
B. Agreement
C. Master Agreement

PH 361-814-9900
HANSON-INC.COM
4501 Gollihar
Corpus Christ, Texas 78411

April 10, 2026

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasman Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
FY 2026 Q3 Compliance Services Proposal

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Edinburg Regional Disposal Facility (TCEQ Permit MSW-956C and TCEQ Permit MSW-2302). This scope of services will be for 2026 Q3 Compliance Services.

Hanson will provide consulting services in support of the City's compliance with local, state and federal regulations, including TCEQ permits MSW-956C and MSW-2302. These services will include the following:

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
  - December 2025 verification resample report/alternate source demonstrations.
  - June 2026 Semi-Annual Groundwater Detection /Assessment Monitoring Sampling Event for MSW-956C (27 Monitoring Wells).
  - June 2026 Annual Groundwater Detection Monitoring Sampling Event for MSW-2302 (7 Monitoring Wells).
  - Reporting for June 2026 Semi-Annual Detection /Assessment Monitoring Event for MSW-956C (Statistical Evaluation and Report Preparation for 27 Monitoring Wells within 60 days of the June 2026 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's) (estimated 12 wells), and Alternate Source Demonstrations (ASD's) (estimated 12 wells) associated with this event.
  - Reporting for June 2026 Annual Detection Monitoring Event for MSW-2302 (Statistical Evaluation and Report Preparation for 7 Monitoring Wells within 45 days of the June 2026 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's) (estimated 4 wells), and Alternate Source Demonstrations (ASD's) (estimated 4 wells) associated with this event.

- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to ten (10) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.
- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for three (3) meetings. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order deliverables. This item has been estimated as an allowance based on the work effort in prior quarters.
- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- General operations consulting. Consulting with the Solid Waste Management Department in support of operations and management issues including GCCS evaluation/report, City parking garage contaminated soil project, LFG vent trenches, gas probe & monitoring well installations/relocations, Unit 7 Cell 1A project review/evaluation, property line location/staking and grid marker location/staking.
- Landfill Gas (LFG) verification and reporting. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.

- Surveying. Provide surveying services not associated with specific infrastructure projects on an as-needed basis. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) day of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.
- Annual aerial topographic survey. Coordinate vendor services with United Geo Technologies, LLC or other qualified vendor for an aerial survey of the landfill units at the Facility up to the budgeted amount. Invoicing from United Geo Technologies will be submitted as a subcontract item on Hanson's invoicing to the City. This also includes a capacity assessment based upon the aerial topographic survey.
- Annual personnel training. Coordinate vendor services with Owens Consulting Group, LLC (Owens) for on-site training of Solid Waste department personnel as needed up to the budgeted amount. Invoicing for services provided by Owens will be submitted as a subcontract item on Hanson's invoicing to the City.

SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be $373,205. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

Please give me a call if you have any questions or if I can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Willie Rivera, Jr., P.E.
Vice President/Senior Project Engineer

2026 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	$135.00
ENGINEER/SCIENTIST II	$145.00
ENGINEER/SCIENTIST III	$155.00
ENGINEER/SCIENTIST IV	$175.00
ENGINEER/SCIENTIST V	$200.00
ENGINEER/SCIENTIST VI	$235.00
ENGINEER/SCIENTIST VII	$270.00
ENGINEER/SCIENTIST VIII	$305.00
PRINCIPAL	$350.00

2. **TECHNICAL POSITIONS:**

AIDE	$75.00
TECHNICIAN I	$85.00
TECHNICIAN II	$100.00
TECHNICIAN III	$115.00
TECHNICIAN IV	$130.00
TECHNICIAN V	$145.00
TECHNICIAN VI	$155.00
TECHNICIAN VII	$165.00
TECHNICIAN VIII	$175.00
MANAGER/DESIGNER	$180.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	$80.00
ADMINISTRATIVE II	$85.00
ADMINISTRATIVE III	$90.00
ADMINISTRATIVE IV	$105.00
ADMINISTRATIVE V	$125.00
ADMINISTRATIVE VI	$150.00
ADMINISTRATIVE VII	$215.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Separate data hosting charges and/or a technology fee will be assessed, depending on the nature of the services provided. Where applicable, the fee structure will be identified in the agreement.

9. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 50%.

   Charges for vehicles that will remain assigned to a specific job will be $100.00 per day or $2,000.00 per four-week billing cycle for automobiles and SUVs, and $120.00 per day or $2,400.00 per four-week billing cycle for mobile labs or trucks in lieu of mileage charges. Rental vehicles will be charged at actual cost in accordance with item 7 above.

10. Services will be billed at a minimum of every four weeks and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

11. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR FY 2026 SEMI-ANNUAL COMPLIANCE MONITORING AND REPORTING SERVICES FOR EDINBURG REGIONAL SANITARY LANDFILL

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Hanson Professional Services Inc. (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg desires to engage the Consultant for certain services related to Permit 956C and 2302 for FY 2026 Semi-Annual Compliance Monitoring and Reporting Services for the City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; 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. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

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 this Agreement 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 or the State of Texas'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 nor State'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 to the extent 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 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. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

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 invoices submitted monthly on a time and material basis in accordance in an amount not to exceed $373,205.00 and in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. 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.

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 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. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. 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.

E. 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.

F. 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.

G. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request 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 Consultant 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the 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 claims for payment arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. 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 and for reimbursable expenses incurred 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 and reimbursable expenses incurred 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. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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
AUTHORIZATION TO PROCEED

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Consultant until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
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 on all policies except Workers Compensation and Professional Liability.

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 Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X
COMPLIANCE STANDARDS

The Consultant agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Consultant also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Consultant shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted

contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI
DEBARMENT PROHIBITION

The Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII
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 the section below.

SECTION XIII
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 XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
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. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will 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 a party 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 a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
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 XVII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
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 XIX
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:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Grant Jackson

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 XX
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 XXI
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 XXII
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 XXIII
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 Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of 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.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
City Attorney's Office

BY:_____
Benito Alonzo, Interim City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY:_____
Dennis Hollahan, Senior Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Insurance
Exhibit "C" Master Agreement

Docusign Envelope ID: 1AFE8E6B-DAE4-4571-B9EB-AFC9BF87F019

C-352-26

THE CITY OF Edinburg

March 12, 2026

Dennis Hollahan
1525 South Sixth Street
Springfield, Illinois 62703
Phone: (217) 747-9287

Re: Notice to Exercise Extension of Term
Hanson Professional Services, Inc. Contract No. C-233-21

Mr. Hollahan,

Pursuant to Agreement between Hanson Professional Services, Inc. and the City of Edinburg, the City elects to extend the Agreement for an additional one-year term. The additional term will cover April 17, 2026 and end on April 16, 2027. All other terms of the Agreement remain in full force and effect.

Respectfully,

Name: Myra L. Ayala

Title: City Manager

Accepted By:

Hanson Professional Services, Inc.

By: Signed by: Dennis J. Hollahan 0EB2934875104C3...
Name: Dennis Hollahan
Title: Senior Vice President
Date: 3/13/2026

C-233-21

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR ENGINEERING CONSULTING SERVICES RELATED TO THE EDINBURG REGIONAL LANDFILL DEVELOPMENT
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Hanson Professional Services Inc. (hereinafter **"Engineer"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized; services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, the City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

WHEREAS, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

WHEREAS, City desires to engage Engineer to render services in connection therewith:

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

A. City agrees to employ Engineer 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 Engineer as stated in this Agreement.

SECTION II
SERVICES OF ENGINEER

A. The City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

B. The Engineer shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Engineer with authorization to proceed, after execution of this Agreement.

C. 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 Engineer's work with the following tasks:

1. Provide Engineer with its requirements for the Services.

2. Assist Engineer by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Engineer to enter upon public property as reasonably required for Engineer to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

5. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF ENGINEER

A. Engineer shall perform the Services described in **Exhibits "A".**

B. Engineer 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. Engineer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Engineer fails to meet applicable professional standards, Engineer shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Engineer under this Agreement. Engineer shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Engineer, Engineer agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Engineer 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. Engineer 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 Engineer 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. Engineer shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for

the technical adequacy of the work. Neither City's nor State'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. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

I. Engineer's obligations under this clause are in addition to the Engineer's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Engineer for Engineer's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

SECTION V
PAYMENT AND FEES

City agrees to pay Engineer 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 Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

B. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person. Engineer and City acknowledge and agree that compensation paid by City to Engineer under this Agreement is based upon Engineer's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Engineer. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Engineer and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Engineer's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer'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. Engineer has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Engineer has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Engineer is responsible;

e. City has incurred engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any of Engineer's Services that are defective, requiring correction or replacement;

g. City has been required to correct Engineer's defective Services or has accepted Engineer's defective Services;

h. Liens have been filed in connection with the Engineer's Services

D. If City imposes any set-off against payment, City will give Engineer immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Engineer any amount remaining after deduction of the amount so withheld. City shall promptly pay Engineer the amount so withheld, or any adjustment thereto agreed to by City and Engineer, if Engineer remedies the reasons for such action. The reduction imposed will be binding on Engineer unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Engineer 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 Engineer's employees' taxes. Engineer 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. Engineer 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. Engineer shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Engineer 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, Engineer 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 Engineer from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Engineer following termination or expiration of this Agreement as defined below, the Engineer 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 claims for payment 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) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer with a written notice of the approval of the extension.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. 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 Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the

City and reimbursable expenses incurred and approved by 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 Engineer's Services hereunder or at such other time as may be requested by City, Engineer shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Engineer or others, in Engineer'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 Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City and reimbursable expenses incurred and approved by City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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
AUTHORIZATION TO PROCEED

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall

also maintain the financial information and data used by the Engineer to perform work under this Agreement.. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
MINIMUM INSURANCE REQUIREMENTS

Engineer 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 Engineer or its employees. In accordance with City ordinances, Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

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, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Engineer hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X
COMPLIANCE STANDARDS

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI
DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII
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 the section below.

SECTION XIII
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 XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, officers and employees, carried out in furtherance of this Agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
LIMITATION OF LIABILITY

A. Engineer 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 Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will 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, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party 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 a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
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 XVII
NO PENDING LITIGATION

A. Engineer 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 Engineer threated against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer 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 Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
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 XIX
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 Engineer:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

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 XX
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 XXI
SUCCESSORS AND ASSIGNS

City and Engineer 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 Engineer shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII
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 XXIII
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 Engineer 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 Engineer shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

BY:_____
Ron Garza, 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:_____
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

ENGINEER

BY:_____
Dennis Hollahan, Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A"

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. ***Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.***

i. MAJOR WORK CATEGORIES INCLUDE:

1. *PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING*

a. Municipal Solid Waste Permitting and Permit Modifications
b. Materials Recovery Facility Permitting and Permit Modifications
c. Transfer Station Permitting and Permit Modifications
d. Landfill Cell Design
e. Landfill Cover Design
f. Final Cover Design
g. Site Operation Plans
h. Fill Plans
i. Grading Plans
j. Soil Use Plans
k. Airspace Usage Estimates and Projections
l. Groundwater Monitoring System
m. Groundwater Sampling and Analysis Plan
n. Sequence of Development
o. Landfill Gas Management Plan
p. Landfill Closure/Post-Closure Care Cost Estimates
q. Cost of Service Modeling
r. Stormwater Permitting
s. Composting Site Permitting and Development
t. Air Permitting and Permit Modifications
u. Odor Control
v. Floodplain Assessment and Management
w. Landscape and Irrigation Design
x. Infrastructure Design
y. Financial Assurance

2. *CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS*

a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
b. Bid Phase Services
c. Construction Phase Services
d. Conduct Construction Meetings
e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
f. Scheduling
g. Daily Updates
h. Construction Quality Assurance/Quality Control
i. Constant Communication, Evaluation and Re-Design as material costs increase

3. ***ENVIRONMENTAL SERVICES***

a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes

b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical

4. ***LANDFILL SAMPLING LABORATORY TESTING***

a. Statistical Evaluation

b. Regulatory Reporting

5. ***LANDFILL PLANNING AND ENGINEERING SERVICES***

a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development

b. Annual Municipal Solid Waste Report

c. Planning for Operational Issues

d. Leachate Storage and Disposal

e. Interior and Exterior Roads

f. Storm Water and Sediment Control

g. Stockpile Locations and Utilization

h. Borrow Area Grading and Utilization

6. ***LANDFILL GAS SERVICES***

a. Landfill Gas Management Plan Development and Update

b. Gas Collection and Control System Design

c. Gas System and Control System Expansions

d. Planning

e. Design

f. Budgeting

g. Permitting

h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.

7. ***LANDFILL RELATED DRONE AND SURVEYING SERVICES***

a. Physical Site Survey and/or Drone Flights

b. Collect Aerial Topography Data

c. Estimate Airspace Consumption

d. Determine Waste Settlement Rate Estimates.

e. Quarterly and Annual Surveys

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL SPECIALTY INS CO — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 61963267 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9970443	01/01/21	01/01/22	Each Claim	10,000,000
	(Claims Made)						Aggregate	10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas

415 W. University Dr.

Edinburg, TX 78539 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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

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

PRODUCER	CONTACT NAME: Heidi Gibson	
TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	PHONE (A/C, No, Ext): (217) 321-3219	FAX (A/C, No): (217) 321-4219
	E-MAIL ADDRESS: hgibson@troxellins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Trumbull Insurance Company	27120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED	
Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	

COVERAGES **CERTIFICATE NUMBER:** CL2111135097 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 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			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0473222	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory langauge applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas
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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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.F.
Amendment No. 2 Engineering and Acquisition Services for Sugar Road Right-Of-Way

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Halff Associates, Inc. for Engineering Services and Right-Of-Way Acquisition Services to Increase the Agreement Amount by $57,300.00 for the Sugar Road Right-Of-Way Project and Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**

The Sugar Road Right-of-Way Project, approved as part of the 2018 Bond Election, is intended to identify and secure the necessary right-of-way for the future expansion of Sugar Road between Chapin Street and Monte Cristo Road.

On October 4, 2022, the City Council approved Job Task Order No. 1 with Halff Associates, Inc. in the amount of $835,984.48. The scope included schematic design, comprehensive surveying, parcel identification and preparation, and right-of-way acquisition services. Subsequently, on October 21, 2025, City Council approved Amendment No. 1 increasing the agreement amount by $91,500.00 to address the acquisition of additional parcels identified during the schematic design phase.

In order to accommodate planned improvements at the intersection of Sugar Road and Chapin Road, additional right-of-way is required. Amendment No. 2 in the amount of $57,300.00 is being requested to provide supplemental services, including survey work, parcel identification and preparation, and acquisition services for these additional parcels. The amendment also includes lot staking and boundary surveys as requested by lienholders.

If approved, the total contract amount will increase to $984,784.48. Funding for this project is available through Bond Series 2021A.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Halff Associates, Inc. for Engineering Services and Right-Of-Way Acquisition Services to Increase the Agreement Amount by $57,300.00 for the Sugar Road Right-Of-Way Project and Execute Any Documents Related Thereto.

Reviewed by:		**Prepared by:**
Mardoqueo Hinojosa, City Engineer	Approved - 4/29/2026	Alicia Carmona, Assistant City Engineer
Tomas Reyna, Assistant City Manager	Final Approval - 4/29/2026	

Attachments:
A. Amendment No.2 - JTO 1 - Sugar Rd Schematic Alignment, Surveying, ROW (1)

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER TWO (2) TO JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR SUGAR ROAD SCHEMATIC ALIGNMENT, SURVEYING AND ROW ACQUISITION PURSUANT TO RFQ NO. 2022-005**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Amendment Number Two (2) to Job Task Order Number One (1), to the Agreement between the City of Edinburg and Halff Associates, Inc., is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Halff Associates, Inc. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Professional Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit "B"). Specifically, it was agreed that the Consultant shall provide Professional Engineering Services, and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, on **October 4, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into Job Task Order Number One (1) for Professional Engineering Services for the Right-Of-Way Acquisitions see Exhibit "C" and

(A1) WHEREAS, on **October 21, 2025** the City and Consultant amended Job Task Order Number One (1) with the consultant to provide additional Professional Engineering Services for Sugar Road Schematic Alignment, Surveying, and Right-of-Way Acquisition Services (referred to as Agreement and attached within Exhibit D); and

WHEREAS, City and Consultant desire to further amend said Job Task Order Number One (1) to the Agreement by providing additional Professional Engineering Services for the Sugar Road Schematic Alignment, Surveying, and Right-of-Way Acquisition Services as listed in the proposal attached as Exhibit "A".

NOW, THEREFORE, this Amendment Number Two (2) to Job Task Order Number One (1) to the Agreement, is hereby amended by providing additional Professional Engineering Services for the Renovations of the Animal Care Facility, at the amount not to exceed the proposed amount of $57,300.00, as set out in Exhibit "A" attached hereto.

If any of the terms of this Amendment Number Two (2) to Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the

Agreement, the terms of the Agreement shall control. Further, this Amendment does not waive the parties' responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative on this _____ day of _____, 2026.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Benito Alonzo, Interim City Attorney

HALFF ASSOCIATES, INC.

BY:_____
Robert Saenz, PE, CFM, PMP
President/Owner
5000 West Military, Suite 100
McAllen, TX 78503
Phone: (956) 445.5220
Email: rsaenz@halff.com

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Agreement
Exhibit "C" Job Task Order 1
Exhibit "D" Amendment No. 1
Exhibit "E" Certificate of Insurance

EXHIBIT “A”

Additional Services Confirmation No. 2

To:	City of Edinburg Attn: Mardoqueo Hinojosa P.E., CFM	**Date:**	4/24/2026
From:	Halff Associates Attn: Raul Garcia, PE	**AVO:**	53348.001
Email:	RGarcia@halff.com	**Project:**	Sugar Road Schematic Alignment, Surveying and ROW Acquisition Task Order No. 01
VIA:	Email		

Mr. Hinojosa, based on correspondence with yourself and Alicia Carmona, PE, CFM, Halff is pleased to submit this Additional Services Confirmation No.2 for the Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services project authorized on October 4, 2022 to continue providing Boundary Surveys and ROW Acquisition services for the additional parcels required for the Sugar Road project in Edinburg, Hidalgo County, Texas. The proposed scope of work associated with the Additional Services Confirmation includes the following:

- Parcel 12 to be separated into 2 parcels (Liftstation Site): $3,000
- Parcel 59 to be separated into 2 parcels: $3,000
- New Parcel 68: $1,500
- 2 additional parcels at corner of Chapin and Sugar: $3,000
- Remainder survey for Parcel 47: $5,200
- Lot corner staking per 5 parcels: $3,200
- ROW Acquisition for 4 parcels: $33,600
- Appraisal Review for 4 parcels: $4,800

Lot corner staking assumes all 5 lot owners are available for staking on the same day.

The total fee for additional services is $57,300.00.

We request your signature below to confirm the scope and fee; however, as requested verbally, we are proceeding with the work as described above. If the scope and/or fee is not acceptable, please notify us immediately.

By: _____

(Print name)

Title: _____

Signature: _____

Date: _____

EXHIBIT “B”

Central Files

THE CITY OF Edinburg

CONTRACT NO.

C-461(c)-22

City Council Approved:

August 16, 2022

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Rocio
Dagoberto Soto, Finance Director/
Lorena
Clarice Balderas, City Secretary
Rick Rodriguez, 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

Agreement between the City of Edinburg and Halff Associates, Inc., for Professional Engineering Services, Pursuant to RFQ 2022-005.

COMMENTS:
09-01-22 Omar, please approve.
09-01-22 Marissa, please have City Manager sign and return originals to me for further processing.
09-02-22 Clarice, please attest and return all originals to me for further processing.
09-02-22 Lorena, attached is the Form 1295 for processing. VIA EMAIL ONLY.
09-02-22 Rocio, an original for your files and one for entity.
09-02-22 Rick, an original for Central Files. Revised

22

500 cc

C-461(C)-22

THE CITY OF Edinburg

MEMORANDUM

DATE: 8/31/2022

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa P.E., City Engineer- Engineering Department MH

SUBJECT: Agreement between the City of Edinburg and Halff Associates, Inc. For Professional Engineering Services.

Attached you will find Agreement between the City of Edinburg and Halff Associates, Inc for Professional Engineering Services Pursuant RFQ No. 2022-005 for review and approval. This agreement is part of the rotation list that will remain in effect for a two (2) year period.

Attachments requiring signatures:

2-Agreement

_X_ Approved by City Council on **August 16, 2022**

City Council approved final form of the agreement on **August 16, 2022**

__ Approval by City Council not required

_X_ Meets purchasing requirements

_X_ This item is Budgeted

_X_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____ Approved by: _____

Omar Ochoa, City Attorney Myra L. Ayala, City Manager

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-005**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Halff & Associates, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

5000 West Military, Suite 100
McAllen, Texas 78503
Attn.: Robert Saenz, PE, CFM, PMP

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

HALFF & ASSOCIATES, INC

BY:_____
Robert Saenz, PE, CFM, PMP
President / Owner
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220
Email: rsaenz@halff.com

Attachments: **Exhibit "A" RFQ 2022-005, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-005 ENGINEERING SERVICES

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REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE
The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

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

SUBMITTAL OF RFQ
RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,"** and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

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

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

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

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **PROFESSIONAL ENGINEERING SERVICES** as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

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

JURISDICTION

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

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect

to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An **original** and five (5) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-005 PROFESSIONAL ENGINEERING SERVICES. In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No.

11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The work will be assigned on an as-needed basis for a variety of capital

improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants

- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022

RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: **Exhibit "A" RFQ 2020-003, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

ELECTRONIC COPY



CITY OF EDINBURG

PROFESSIONAL ENGINEERING SERVICES
RFQ # 2022-005

AUGUST 2, 2022

HALFF

STATEMENT OF QUALIFICATIONS



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HALFF

I. TRANSMITTAL LETTER

HALFF

August 2, 2022
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

RE: Request for Statement of Qualifications, Professional Engineering Services, RFQ# 2022-005

Dear Members of the Evaluation Committee:

HALFF ASSOCIATES, INC (HALFF), appreciates the opportunity to submit our qualifications to the City of Edinburg to provide professional engineering services on an "as needed" basis. We understand the importance of this professional role and are committed to providing a positive partnering relationship with the City of Edinburg. Halff will provide you with a team that has experience and can make a positive difference. This positive difference will be demonstrated by how we respond to your requests, how we present information to you and the public and how we interact with others involved with these projects.

Halff is a Texas-registered professional engineering firm with more than 70 years of experience in the engineering field, working directly for municipal governments across Texas. Our firm staffs over 1200 engineers, surveyors, architects, landscape architects and scientists, all of whom stand ready to assist the City of Edinburg, as needed on projects assigned to us. We have provided professional engineering and project management services to municipalities in the Rio Grande Valley from our McAllen office since 1993. Halff can solve a wide range of engineering challenges and will meet the goals of any project Halff is assigned.

Our approach and qualifications center on the following benefits for the City of Edinburg:

- **Full Service Firm** – Our team is comprised of members with experience that covers every aspect of the study effort, from initial site investigations through final design in multiple engineering disciplines, such as civil, structural, electrical, mechanical and plumbing engineering; environmental studies; landscape architecture; right of way acquisition; and assisting with public input efforts.
- **Majority of work to be done in the Rio Grande Valley** – Our Valley office has over 50 employees, including civil and mechanical/electrical/plumbing (MEP) engineers, right of way agents, technicians and surveyors who will be available at a moment's notice to assist the City of Edinburg staff as needed.
- **Availability** – Halff tands ready to provide the quality service you expect. Halff will commit the resources necessary to serve you expeditiously and produce high quality service.

As your Project Manager, I will be your primary point of contact on all correspondence and communication pertaining to this Statement of Qualifications (SOQ). I am an officer of the firm and am authorized to bind the firm in professional service contracts.

My contact information is:
5000 West Military, Suite 100
McAllen, Texas 78503

Office (956) 445-5235
Fax: (956) 664-0282

Cell: (956) 458-2343
rgarcia@halff.com

We are very interested in serving you as your Engineering Consultant. We are committed to providing an immediate response, being proactive to your needs and serving as your partner and advocate. I encourage you to contact the references we have listed in our qualifications about our dedication, responsiveness and client care. We look forward to deepening our relationship with the City of Edinburg. Please feel free to contact me if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

Raul Garcia, PE, CFM
Project Manager

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CORPORATE AUTHORIZATION RESOLUTION

I, J. Russell Killen, the undersigned being the Corporate Secretary of Halff Associates, Inc. (The "Corporation") do hereby certify that at the Corporation's Board of Directors meeting held on the 19th day of October 2021 there was present and acting throughout a quorum authorized to transact the business hereinafter described, the proceedings of said meeting were in accordance with the charter and bylaws of said Corporation, and this resolution has not been amended or revoked and is in full force and effect.

Resolved, that the following individuals are hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps and do such other acts and things as in his or her judgment may be necessary, appropriate or desirable in connection with any offer extended, proposal submitted, or contract entered into (title of Authorized Agent unless noted):

Adams, Bobby (SVP)
Adams, Mike (VP)
Aillet, Brandon
Albert, Isabelle
Allison, Ben
Amoako-Atta, Samuel
Anderson, Craig (VP)
Anderson, Emily (VP)
Andricopoulos, John
Applebaum, Phillip (VP)
Arbuckle, Sr., James (SVP)
Atkinson, Erin (SVP)
Austin, Jeremy
Bailey, Edjuan (VP)
Baker, Jessica (CMO)
Balli, Bobby (VP)
Barbier, Michael (VP)
Bargainer, Tim (SVP)
Barker, Kody
Barr, James
Barrett, Scott (VP)
Becker, Jason
Benavides, Gabriel
Bertram, Shawn (SVP)
Booth, Duane (VP)
Bucchin, Matthew
Buchanan, David
Bullion, Miles (VP)
Burkett, David
Caldwell, Joni (VP)
Calhoun, Douglas
Cao, Thang
Caron, Chris (VP)
Carrillo, James (VP)
Chavchalov, Drew
Cheatham, Joseph
Cheramie, Trevor
Chovan, Dennis (VP)
Christiansen, Eric
Clair, Nate
Clark, Dan (VP)
Clayton, Johnny
Cleavelin, Melanie
Clint, John
Coffey, Michael
Collins, Casey
Coyer, David
Craig, Matthew (SVP)
Cranston, Shaun (VP)
Crawford, Stephen (VP)
Decuir, Lance
Delgado, Jose (VP)
Diamond, Jason (VP)
Diaz, Marcos
Dorman, Troy
Downs, Derek (VP)
Easley, Paul
Edwards, Mark (CEO)
Edwards, Robert (VP)
Enciso, Carlos
Endsley, RJ
Engelhardt, Cindy (VP)
Ern, Rob (VP)
Ezell, Brad (VP)
Fallon, Michael (VP)
Ferencak, John
Fleeman, David
Forester, Tracy (VP)
Franz, Dan (VP)
French, Sherri (VP)
Garcia, Raul
Gardiner, Chad (VP)
Gates, Echo
Gossett, Robert
Graham, Elizabeth
Guerra, Maria
Haar, Dennis
Harvey, Tony (SVP)
Jodi Hausenfluke (VP)
Hays, Jacob
Helms, Terry (VP)
Hemenes, James
Heusel, Jonathan
Herolt, Edward (VP)
Hicks, William (SVP)
Hinojosa, Samuel (VP)
Hiott, Chuck (VP)
Hodge, Cody
Hollis, Leigh (VP)
Holm, Michael (VP)
Horsey, Sally
Houdmann, Jenifer
Hughes, Lenny (VP)
Hunter, Kyle
Hutcheson, David (SVP)
Ickert, Andrew (SVP)
Jackson, Todd (COO)
Jacobs, Greg (VP)
James, Tim (VP)
Janicki, Mark (VP)
Jones, Holt
Kalogirou, Vasileios (VP)
Kane, Brennan
Kaschyk, Bruce (SVP)
Killen, Russell (EVP)
King, Ron
Klepac, William (VP)
Kocian, Matthew
Lackey, Tim (VP)
Laun, Scot
LeBlanc, Kristin
Lewis, Ryan (VP)
Lindner, John (VP)
Littleton, Brandyn
Littleton, David (VP)
Llewellyn, Jr., Mark
Llewellyn, Sr., Mark (EVP)
Logan, Josh
Loretta, Joe
Lott, Tim
Lozano, Daniel (VP)
Maddox, Jordan
Marlar, Mike (VP)
Marusak, Russell
May, Carolyn
McCaskill, David
McClure, Josh
McConnell, Carl
McGahan, Jeremy
McGahey, Ben (VP)
McGlohorn, John (VP)
Medford, Michael (VP)
Merritt, Landon
Miller, Jim
Miller, Steven (SVP)
Moore, Andrew
Moran, Trey
Mosier, Cindy
Moya, Michael (SVP)
Murray, III, Menton (SVP)
Nagy, Jeff
Neuschafer, Mark
Nguyen, Long
Nordstrom, Erica
Otto, Mark
Overbey, Jarred
Parker, Jason
Peeples, Christy
Pembroke, Bill (VP)
Perez, Tomas
Petrich, Joseph (VP)
Pylant, Benjamin (SVP)
Ratzman, Eric
Renteria-Compian, Nelda
Rickett, Mark
Rielly, Paul (VP)
Rouvaldt, Cara
Rushing, Scott
Saenz, Robert (VP)
Sagel, Joseph (CFO)
Sartori, Tony (VP)
Satagaj, Brian
Satre, Dennis (VP)
Scheffer, Jason
Schiller, Drew
Schimenti, Andrew
Scholz, Robert
Scott, Clay
Scullion, Michael
Sexton, Michael
Shafer, Andrew
Shanks, James (VP)
Short, Vance
Simon, Guillermo
Smith, David
Smith, Ryan (VP)
Stahl, Matthew
Stark, Aubrey
Steel, Rusty (VP)
Stephens, Ben
Stinnett, John
Tanksley, Dan (SVP)
Teague, John
Terrell, Allen (VP)
Thornton, Kyle (VP)
Tobias, Brett
Tubb, Andrew
Tuley, Aaron
Vester, Cameron
Villar, Chris
Vines, Brian
Walker, Rob
Warfield, Dan (SVP)
West, John (VP)
Wilson, Kirk
Wong, Raul (VP)
Woodson, Todd (VP)
Zapalac, Russell (CSO)

Witness my hand and seal of the corporation this 19th day of October 2021.

J. Russell Killen
Corporate Secretary

HALFF ASSOCIATES, INC. CORPORATE SEAL TEXAS

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HALFF

FIRM QUALIFICATION AND EXPERIENCE

Halff Associates, Inc. (Halff) is a Texas-based, employee-owned firm, registered and licensed to practice in Texas with a local office in McAllen and 28 other offices located in Texas, Oklahoma, Louisiana, Arkansas and Florida. Halff is a full-service firm with a staff of more than 1200 engineers, landscape architects, planners, architects, environmental scientists and surveyors. Our people are individuals with diverse, yet complementary, professional backgrounds. Much of our professional staff started with Halff straight out of college and have grown in their careers, knowing commitment to quality is the cornerstone of the firm.

Office location that will be providing services:
5000 West Military Highway, Suite 100
McAllen, Texas 78503
(956) 664-0286
(956) 664-0282 Fax
www.halff.com



HALFF'S UNIQUE QUALIFICATIONS

Halff is Knowledgeable: Halff Specializations

Halff is committed to providing the highest quality engineering and professional services. We are consistently ranked in Engineering News-Record magazine's list of the top 500 design firms in the United States.

We have a wide range of technical capabilities that give us the ability to handle even the most complex issues. We can provide the following engineering related services from our McAllen office:

- General (Civil) Engineering Design
- Water/Wastewater Evaluation & Design
- Hydraulic & Hydrologic Studies (H&H)
- Storm System Design
- Site Development
- Erosion & Sediment Control Design
- Utility Infrastructure Evaluation & Design
- Transportation Design & Planning
- Roadway (Street) Evaluation & Design
- Pavement Management
- Highway Design
- Bridge Design
- Structural Design
- Traffic Engineering
- Traffic Signal Design
- Traffic Calming Design
- Traffic Impact Studies
- Environmental Services
- Mechanical Engineering & Plumbing Design
- Electrical Engineering
- Information Technology System (ITS) Design
- Commissioning.
- Survey/GIS Mapping
- Right-of-Way Acquisition
- Subsurface Utility Engineering
- Planning
- Cost Estimating
- Landscape Architecture/Irrigation
- Architecture
- Visual Technology

HALFF'S EXPERIENCE

Halff is Experienced: Years and Caliber of Experience

Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of numerous projects in the Rio Grande Valley.

Halff has extensive experience working on various types of engineering projects with federal, state, county and local government agencies. Currently, our work for government agencies represents approximately 70% of the firm's revenue. At the federal level, Halff has worked for or is currently working for the Department of Homeland Security, FEMA, GSA and USACE. At the state level we have worked for the General Land Office (GLO), the Texas Juvenile Justice Department, the Texas Department of Criminal Justice (TDCJ), the TxDOT and the Texas Water Development Board (TWDB). Locally, we have performed work for or are working for Hidalgo County, Hidalgo County RMA, Cameron County and most cities of the Rio Grande Valley from South Padre Island to Roma, including larger cities like McAllen, Mission, Pharr, Harlingen, Brownsville and Edinburg. In addition, Halff has participated in a variety of delivery methods including CMAR, Design-Build and Design-Bid Build.

Halff is a Partner: Halff's Design Approach

At Halff our design philosophy is customer centric, and we recognize that our clients have unique needs. We approach each client with open and regular communication to ensure their objectives are understood and met. Before a contract is even signed, Halff's project manager meets with the agency staff to understand the project's timeline, budget, funding source, site constraints, goals and

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the complexity of the project. The project manager uses this information to develop a detailed scope for the project that both Halff and the agency agree on.

On every design project, the design scope of work is provided with a clear breakdown of the associated services to be rendered. Each line item in the scope will be written in a clean manner to avoid misinterpretations of services that are to be provided, or excluded, from the contract. This is key in a world where technology and engineering jargon is used very loosely. Halff will also provide a timeline of deliverables with meetings identified. Halff will identify the critical permits and utility owners which will impact the project's timeline and involve them in all project meetings early in the process. This inclusive approach has been a key element in the long-lasting relationship Halff has had with cities such as the City of Edinburg, McAllen, Harlingen, Mission and Brownsville and other clients such as Public Utilities, Weslaco Economic Development Corporation, Hidalgo County, Cameron County, East Rio Hondo Water Supply Corporation and Hidalgo County Drainage District No.1.

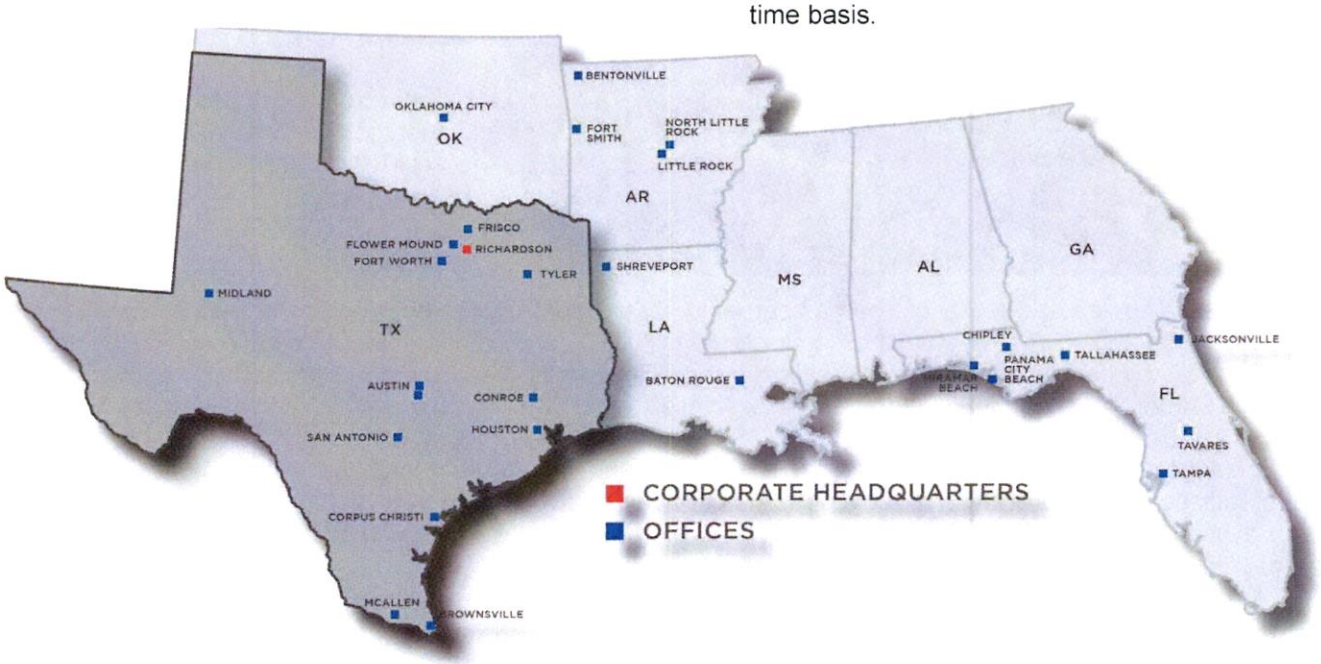
experienced in providing plans for local and state (TxDOT) street construction, drainage improvements and public utility projects. We are also well known for our traffic, mechanical (HVAC), electrical, landscape architecture (parks projects), planning (comprehensive studies), GIS (asset management projects) and Information Communication Technology (ICT) designs.

Halff is a Leader: Interaction with Project Stakeholders

Halff takes great pride in our ability to coordinate with all stakeholders during the development of a project. Before the project begins, we develop a project stakeholder worksheet, including participants, such as the City of Edinburg staff and subconsultants, agencies involved in review and permitting of the project, developers and contractors working adjacent to the project and affected citizens and businesses. Communication and coordination with each stakeholder will vary, and Halff's experience and judgment for similar projects will ensure that interaction with the stakeholders will be handled efficiently and appropriately for the City of Edinburg and their projects.

Halff is Available: Staff Availability

Halff currently has a staff of more than 50 engineers, surveyors, CADD designers and administrative personnel in our local McAllen office. In addition, our local project manager and staff are ready and committed to working with the City of Edinburg on any contracts awarded to Halff. The key individuals are shown in the organization chart on page 10, and those key staff members will be supported by the remainder of our local McAllen staff. Project Manager Raul Garcia, PE, CFM, will be responsible for delegating assignments to staff members as projects become available. With our local office and overall firm capacity, all assignments for City of Edinburg projects will be completed by a staff member of Halff, whether it is on a part-time or full-time basis.



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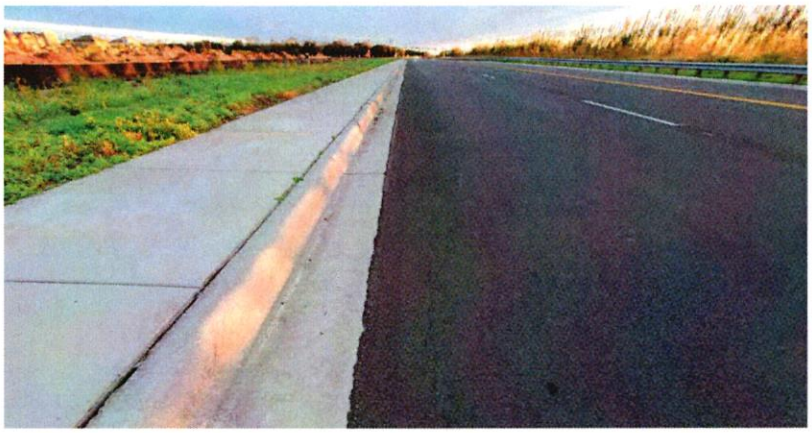
BICENTENNIAL BOULEVARD EXTENSION

McAllen, Texas



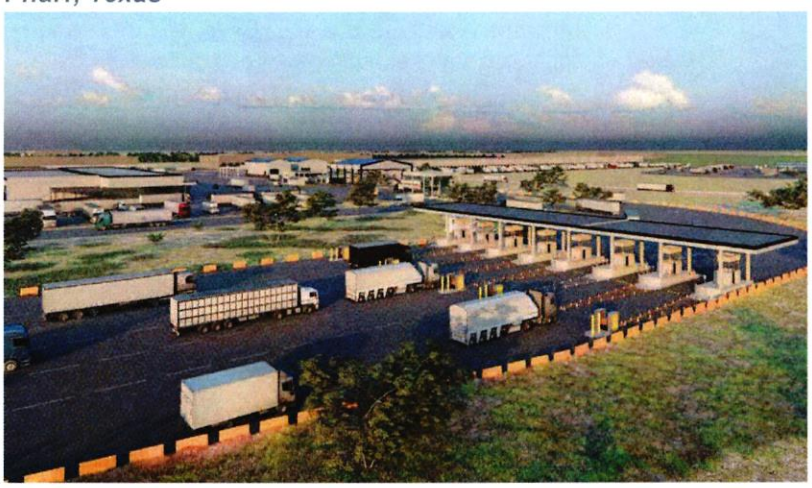
Client: City of McAllen
Contact: Eduardo Mendoza
Interim City Engineer
City of McAllen
(956) 681-2700
emendoza@mcallen.net

Completion Date: Dec. 2021
Construction Cost: $ 14.6M
Size: 2.86 miles

The project consists of a 2.86 mile extension of Bicentennial Blvd. (4-lane section, 56' B-B) from Trenton Rd. to S.H. 107. Currently, the schematic design phase has been completed and construction documents are in production. Proposed improvements, in addition to the roadway, include 2.86 miles of sidewalks on both sides, 7,000 feet of storm sewer (pipe sizes vary from 24" to 42"), 5,900 feet of metal beam guard fence, and 4,800 feet of 7' noise barrier. The proposed roadway crosses an existing elevated irrigation main canal. Project improvements include a proposed irrigation pipe siphon (150 feet) at this crossing. The proposed roadway runs parallel to and over an existing irrigation lateral canal. Project improvements include lateral canal removal (6,300 feet) and replacement with proposed underground irrigation pipe. The proposed roadway runs parallel to and over an existing drainage ditch. Project improvements include drainage ditch removal (1,400 feet) and replacement with proposed underground drainage box.

FY PHARR DAP LPOE NB LANES AND BSIF EXITS

Pharr, Texas



Client: City of Pharr/US Customs Border Patrol/GSA
Contact: Luis Bazan
9900 S. Cage Blvd.
McAllen, TX 78577
(956) 402-4660
luis.bazan@pharr.tx.gov

Completion Date: Dec. 2020
Construction Cost: 6M
Size: Multiple sites within the Pharr International Bridge Campus

This project is funded by the City of Pharr as part of their Donation Assistance Program for the US Border and Customs Patrol and GSA. The project is administered by TxDOT and has been formatted to meet TxDOT Project Standards for the design and delivery of bid documents. The project also requires coordination with both the US Customs Border Patrol and the General Services Administration.

This project includes additional traffic lanes, inspection booths, canopy structures, security and imaging devices to detect radiation and to provide vehicle inspections of truck cargo a passing through this border portal. The Pharr International Bridge LPOE moves approximately 60% of the produce from Mexico into the US at this location. The budget for this project is approximately $5.7 million.

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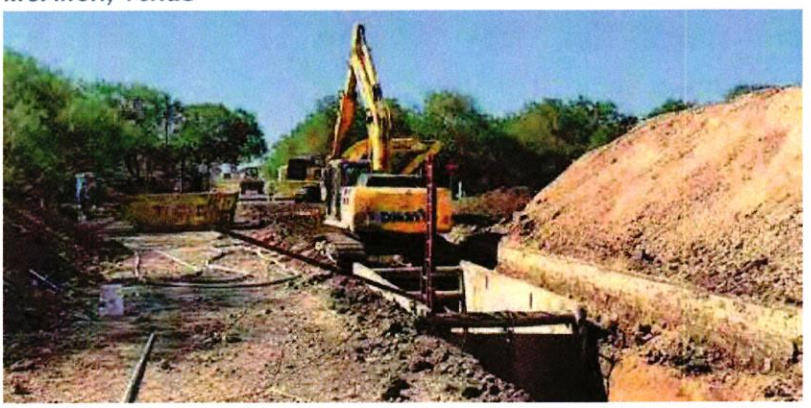
SPRAGUE ROAD INTERCEPTOR SEWER PROJECT

McAllen, Texas



Client: City of McAllen
Contact: Roy Rodriguez, PE
City Manager
City of McAllen
(956)681-1630
rrodriguez@mcallen.net

Completion Date: Phase 1 Dec.2020
Construction Cost: $16.4M (Projected)
Size: 17,707 acres

The Sprague Road Interceptor is a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service. The interceptor is approximately 39,600 feet in length (7.5 miles) running along Sprague Road from Moorefield Road on the west and flowing east to McAllen's North Wastewater Treatment Plant. To the extent possible, existing available rights-of-way will be utilized for the proposed alignment to minimize land acquisition costs.

The service area for this project is in Hidalgo County and is bounded roughly by Monte Cristo Road (FM 1925) on the north and Mile 6 Road on the south and by Bentsen Palm Drive on the west and Ware Road on the east, as delineated on Exhibit 2. The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area.

Construction of this Interceptor line is the first phase for servicing this area with wastewater collection and treatment services. This interceptor main is considered to be the first phase of the project and will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18" to 48" diameter pipe.

KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS

Weslaco, Texas



Client: City of Weslaco
Contact: Mike Perez
255 South Kansas Avenue
Weslaco, Texas 78596
(956) 968-3181
mrperez@weslacotx.gov

Completion Date:
Design - Sept. 2021
Construction - Ongoing
Construction cost: $4.6M
Size: N/A

This project is professional services for Phase 1 of Project 3 – Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park, which is a part of the master drainage plan Halff Associates developed for the City of Weslaco in 2019. This phase consisted of designing two (2) 8 ft by 6 ft reinforced concrete boxes under Agostadero Street from South Sinclair Avenue east to the Hidalgo & Cameron County Irrigation No. 9 (HCCID No 9) Drainage Ditch, east of Paseo Del Norte Road. Also included in this scope is setting a new alignment for the HCCID No 9 Drainage Ditch, developing plans for backfilling the old drainage ditch, utility adjustments for both the sewer and water main lines, storm improvements along Agostadero Street and pavement improvements within construction limits, curb and gutter improvements, and concrete work for sidewalks and residential driveways.

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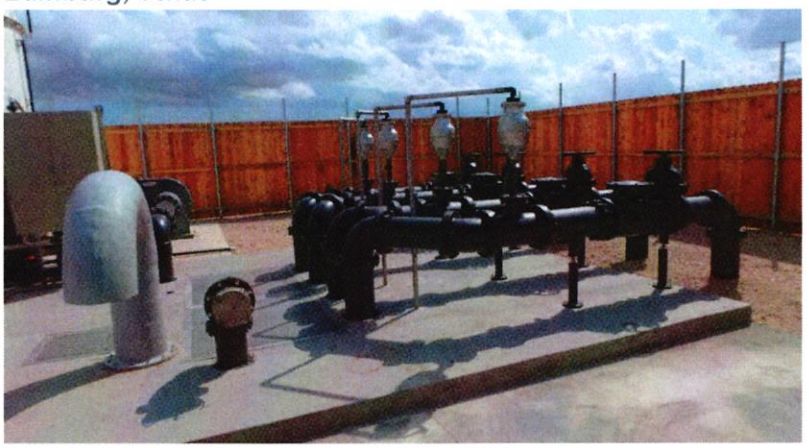
281 WATERLINE PUMPSTATION PROJECT

Edinburg, Texas



Client: City of Edinburg
Contact: Gerardo Carmona, Jr.
415 W. University Dr.
Edinburg, Texas 78541
(956) 388-8212
gcarmona@cityofedinburg.com

Completion Date: Ongoing
Construction Cost: N/A (Ongoing)
Original Construction Budget: $13M
Size: 62,000LF

The project consists on water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists on removing existing PVC (approximately 27,000 LF) and AC lines (approximately 9,500 LF), and replacing them with approximately 45,000 LF of 8" and approximately 17,500 LF of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed in the future.

BROWNSVILLE PUBLIC UTILITY BOARD ANNEX BUILDING

Brownsville, Texas



Client: Brownsville Public Utility Board
Contact: Marie C. Leal, PW
1425 Robinhood Drive, Brownsville, TX 78521
Phone: (956) 983-6234
Email: MLeal@brownsville-pub.com

Completion Date: Jul. 2021
Construction Cost: 23.1M
Size: 63,000SF

The Brownsville Public Utility Board's (BPUB) new Annex building is a threestory modern office building that creates office spaces for customer services, utility engineering, financial management, and executive office spaces. It houses the BPUB energy control center, Network Operation Center and SCADA center, and pump stations management. As a result of housing such important departments and major operation centers, the building is designated as a Risk Category IV Essential Facility. Redundant electrical, mechanical, and communication systems support the daily operations of BPUB and accommodate needs required during an emergency event. The design's board room is sufficiently flexible to function as an emergency control center and provide employees with overnight facilities, if needed.

Halff was an MEP engineering consultant working on planning, coordinating, and designing the building. The new building provides office space to four utility departments; accounts, engineering, information technology (IT), supervisory control, and data acquisition (SCADA). The new facility holds an IT Network Operation Center (NOC), SCADA Network Operation Center, and an Energy Control facility. The IT NOC is equipped with an In-Row Cooling Rack System with UPS backup. The SCADA NOC is also fitted with a 2N+1 In-Row Cooling Rack System and UPS backup. The SCADA and IT NOCs are also backed up by redundant power generators.

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MCALLEN PUBLIC UTILITY NORTH WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM STUDY

McAllen, Texas



Client: McAllen Public Utility Board
Contact: Marco Ramirez, PE
311 N 15th Street
(956) 681-1775
MRamirez@mcallen.net

Completion Date: September, 2021
Construction Cost: N/A
Size: 750kW

The study for the North Wastewater Treatment Plant Electrical System included identifying power distribution equipment deficiencies, code compliance issues and standby power generation usage. In addition, the study incorporated recommendations for a safer automated transfer scheme for standby power backup and an engineer's statement of probable construction costs. Findings and recommendations were presented to client and lead to an engineering design contract. The scope of work included the addition of two new standby generators at strategic locations for optimal cost savings. The new generators were 500kW and 750kW, sized for only the critical electrical motor loads required for the continuous operation of facility during utility power outages. The switchover from utility power to generator power was accomplished by implementing automatic transfer switches at each of the main electrical rooms. This method of automation increases operator personnel safety and decreases electrical downtime.

HALFF'S EXPERIENCE WITH THE CITY OF EDINBURG

Halff has worked with and within the City of Edinburg for a number of years. We have held several recent and ongoing contracts directly with the City as well as provided services on City projects as a subconsultant. The following is a sample of more recent projects that Halff has successfully completed for the City of Edinburg:

*Projects Included in Firm Qualifications and Experience**

- **McIntyre Square Project, Boundary Survey (3.93 ac)**
- **ROW Exhibit for Sugar Rd., Chapin to Monte Cristo**
- **Land Surveying, Wisconsin Rd. from I-69C to West City Limits**
- **Land Surveying and ROW Mapping, Sprague Rd. from Jackson Rd. to West City Limits (1.62mi.)**
- **Land Surveying and ROW Mapping, Chapin Rd. from I-69C to West City Limits (3.57mi)**
- **Land Surveying and ROW Mapping, Trenton Road- I-69C to East City Limits (1.3 mi.)**
- **Survey Fire Station 5 Boundary Survey and ROW Acquisition for Lift Station**
- **Bicycle & Pedestrian Masterplan - Landscape Architecture services for a Bicycle and Pedestrian Master Plan for the City of Edinburg**
- **Survey and ROW acquisition for additional property for Lift Station Number 42 at Alberta and I Rd.**
- **Appraisal and ROW services for Chapin Rd. Bridge Project**
- **ROW Acquisition Services for 20-foot Easement on Canton Road**
- **New Auxiliary Generator Replacement at Downtown Water Treatment Plant High Service Pump Station**
- **Additional Waterline Improvements along US Hwy North 281 ***
- **Professional Services for US Hwy North 281 Water Distribution System Improvements from SH 186 to FM 490**
- **Downtown Parking and Retail Facility at Closner Boulevard**

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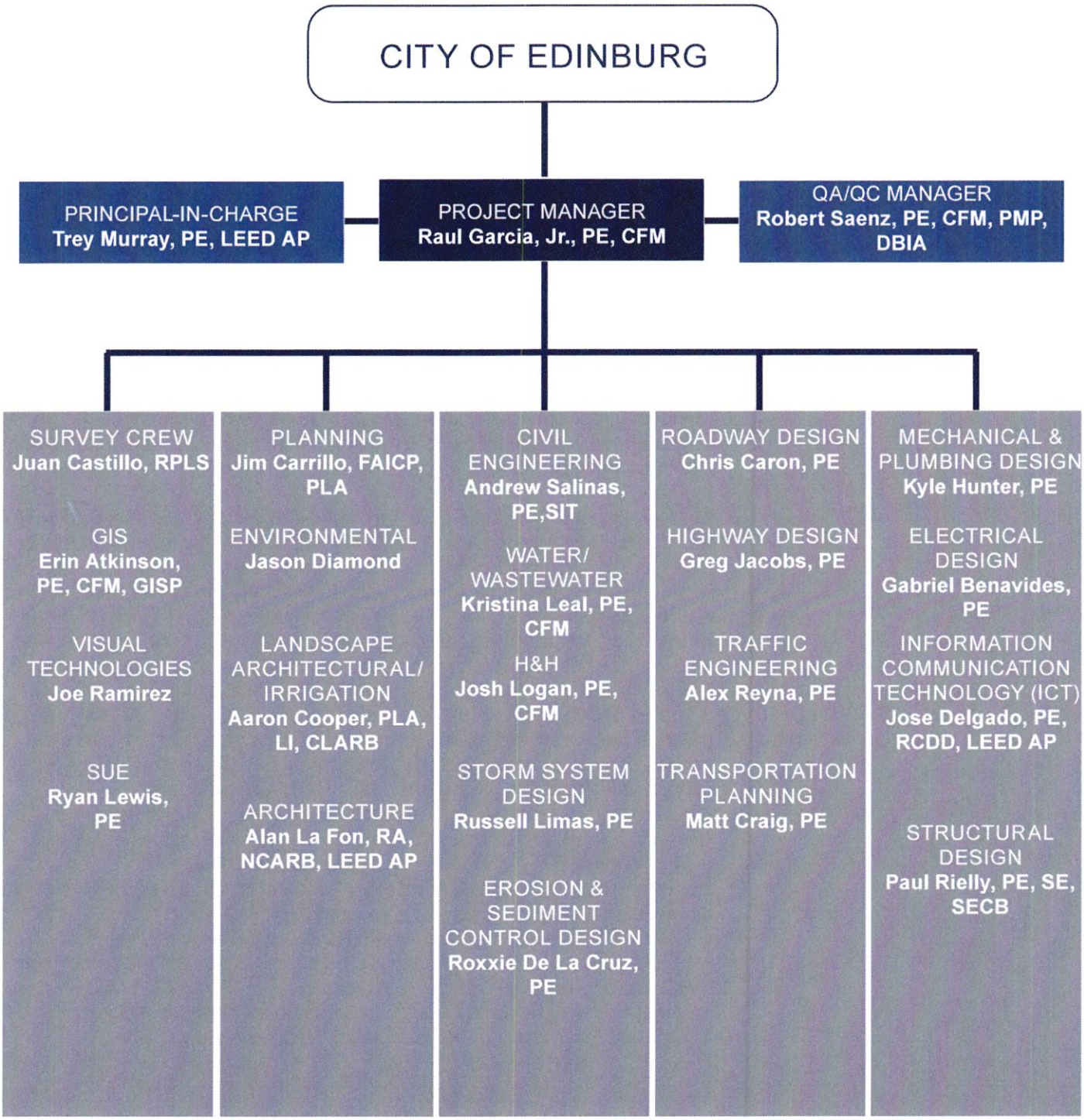
HALFF

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

TEAM MEMBER QUALIFICATIONS & EXPERIENCE

Halff's team is more than capable of meeting the City of Edinburg's needs. As our organization chart indicates, our team is vast and covers all the scope of services listed in the Request of Qualifications. Resumes summarizing each team member's experience are included in the following pages.



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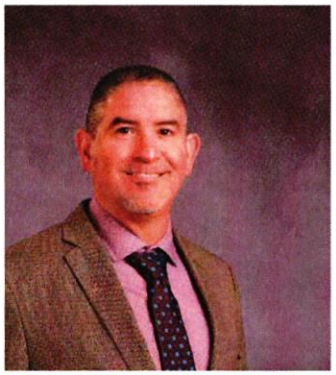

RAUL GARCIA, JR., PE, CFM

Project Manager

Raul joined Halff in 2000. He has more than 20 years of experience in civil engineering, planning, design, and project management for both public and private clients. He has provided land development and site work engineering for a number of office, warehouse, commercial sites, and mixed-use development.

EDUCATION

BS/Agricultural Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas – No. 94855

Certified Floodplain Manager Texas - No. 0954-06N

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Master Drainage Plan, Alton, Texas** - Project Manager for a civil drainage master plan to develop a comprehensive evaluation of the existing drainage conditions to get an understanding of the drainage infrastructure.
- **Retiree Haven, McAllen, Texas** - Project Manager for the civil design of a storm sewer system, lift station and 16-inch force main and lowering of the existing residential streets to accommodate the new drainage system.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Project Manager for the preparation of a topographic/improvement survey and boundary survey for 240 acres of Isla Blanca Park.
- **Sharyland Plantation, McAllen, Texas** - Team Leader for the engineering and development of 6,000-acre tract.
- **Anzalduas Highway Lift Stations, Water & Wastewater Trunk Lines, Mission, Texas** - Project Manager for the design of two lift stations, wastewater trunk lines, force mains and water trunk lines along the Anzalduas Highway Corridor.
- **McAllen Convention Center, McAllen, Texas** - Assistant Project Manager for the preliminary civil design for the master plan of a 180-acre commercial site.
- **City of Weslaco Stormwater Improvement Plan, Weslaco, Texas -** Project Manager in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Mission Plaza Development at Northeast Corner of W. Griffin Parkway and N. Conway Avenue Mission, Texas -** Project Manager for a feasibility study and preliminary design for Mission Plaza Development in Mission, Texas. Topographic survey of the site was used to evaluate and develop the preliminary civil site design.
- **Sharyland Plantation Honduras Drive, McAllen, Texas** - Project Manager for the extension of 2,500 lf of 44' back to back concrete roadway in McAllen, TX. Plans also included the design of a 360 GPM lift station with 2,000 ft of 6" forcemain. Storm system included the design of 2,200 ft of 72" RCP. Plans included paving and dimensional control, drainage design, utility plan and profiles, lift station design, and erosion control. Structural design of the wetwell slab and electrical design of the lift station was also included.
- **Glasscock Road, Mission, Texas** – Project involved the civil design of a 57 ft B-B roadway within the Sharyland Plantation. Civil construction documents were developed for paving, grading, drainage, and utility design.
- **Blueline Ditch Study, McAllen, Texas** – Project Manager responsible for the drainage analysis and design for a section of the Blueline drainage ditch in McAllen. The project consisted of the analysis of the ditch and the impacts of overlaying with a proposed parking area. This included H&H modeling using Infoworks. The analysis and design concluded that two 10'X8' box culverts would be proposed and the downstream ditch would be widened to mitigate the lost volume without impacting the surrounding neighborhoods.

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TREY MURRAY, III, PE, LEED AP

Principal-In-Charge

Trey joined Halff in 2001. He has been involved in all aspects of MEP engineering design and construction management for commercial, institutional, industrial and educational facilities. He has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the mechanical engineer of record for eight LEED certified projects.

EDUCATION

BS/Mechanical Engineering, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 87004

LEED Accredited Professional

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for a multi-disciplinary project for the renovation of an existing park.
- **McAllen Performing Arts Center, McAllen, Texas** - Mechanical Engineer for a new municipal 1,800 seat, 93,500 sf performing arts complex.
- **Hidalgo County Drainage District No. 1 New Administration Building, Edinburg, Texas** - Mechanical Engineer for the mechanical design and construction of a new 9,000 sf facility.
- **McAllen Memorial High School Softball Field, McAllen, Texas** - Electrical Engineer responsible for the renovation of stadium lighting.
- **Pharr Convention Center, Pharr, Texas** - MEP Project Manager and Mechanical Engineer for the mechanical design and renovation of an existing 35,000 sf events center.
- **U.S Federal Courthouse, San Antonio, Texas** – Mechanical QA/QC for a new 227,000 sf federal courthouse facility. Work included preliminary design concepts through final design review for a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Hidalgo County– New County Courthouse, Edinburg, Texas** – MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice facility for the County. The 7-story facility included 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces. HVAC systems included a 1,500-ton water-cooled central plant, 8 custom central station air handlers, terminal units and ductwork. Special mechanical systems included multiple dual-coil computer room air conditioners, detention area smoke control systems and stair pressurization.
- **Hidalgo County Drainage District – New Administrative Building, Edinburg, Texas** – Mechanical Engineer of Record for a new, 9,000 sf admin facility for the District. HVAC systems included two packaged 25-ton RTU's and VAV boxes. Plumbing work included sanitary sewer and domestic water systems.
- **City of McAllen Fire Station/Emergency Operations Center, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for a new Central Fire Station. The facility consisted of a 6,200-sf firehouse, 8,000 sf apparatus bay, and 20,000 sf administration and emergency operations center. Mechanical systems included DX split systems and roof-top units as well as vehicular exhaust systems and general ventilation. Plumbing systems include standard sewer/vent and water as well as oil separators and compressed air.
- **City Hall Condenser Replacement, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for the replacement of air-cooled condensers. The project required the removal of four existing 75-ton air-cooled condensers from the 3rd story roof of the City Hall Building. Four new units were specified to replace those removed. New controls were specified to connect the new condensers, as well as new electrical service and disconnects. In addition, two condensing units serving computer spaces were installed. The project documents also included a phasing schedule such that the building could continue its normal operation

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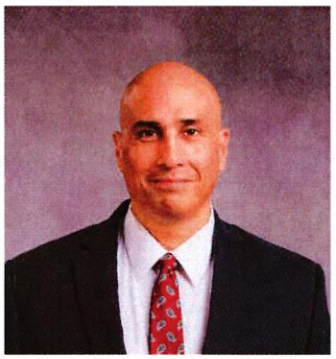

ROBERT SAENZ, PE, CFM, PMP

QA/QC Advisor

Robert joined Halff in 2001, bringing more than 36 years of experience. He has experience in civil engineering, planning, design, project management and construction management for both public and private clients. His extensive work with city, county, state and federal agencies has given him insight into feasibility analysis, preliminary engineering and project financing

EDUCATION

BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 82072

Certified Floodplain Manager, Texas No. 0256-00N

Project Management Professional, No. 1767964

Design-Build Certification

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Principal-in-Charge for the civil design of a four-lane, 52-foot-wide roadway with curb and gutter.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for improvements to an existing 150-acre county coastal park facility.
- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - QC Manager responsible for the design of the wastewater collection system trunk lines and two wastewater lift stations to service 1300 acres.
- **McAllen Convention Center, McAllen, Texas** - Project Manager for developing a master plan for a 180-acre commercial site.
- **Retiree Haven, McAllen, Texas** - Civil design of a storm sewer system, lift station and 16-inch force main and the lowering of the existing residential streets to accommodate the new drainage system.
- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** – Principal in Charge in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit. The purpose of the storm water improvement plan to develop a comprehensive evaluation of the existing drainage conditions throughout the city of Weslaco, Texas by modeling the present drainage infrastructures as accurate and concurrent as possible using GIS software. Data collection and model inventory included gathering, organizing, and reviewing of all data provided. GIS data was collected and catalogued. Hydrologic and Hydraulic models were prepared and utilized to assess flood risk and identify flood mitigation solutions for various areas of the city.
- **Bicentennial Extension Project, McAllen, Texas** - Principal in Charge in the planning phase which consisted of providing the horizontal & vertical alignment and drainage design for the road. Also developed cost estimates for the project. The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas.
- **Rio Grande Valley World Birding Centers, Texas** – Project Manager for the civil engineering design and development of construction documents. The civil improvements were for three main sites of the World Birding Centers located in Mission, Weslaco, and Brownsville Texas. The projected included the design of on and offsite utilities, site grading, drainage, sidewalks and walking trails, and parking facilities.
- **Delta Region Water Management Project Feasibility Report, Hidalgo County, Texas** – Principal in Charge for the submission of an economic feasibility of the Delta Reservoir and the Water Management Project it is part of. Halff is looking at the firm yield of water at the Delta Reservoir site, investigating and identifying ways to make the proposed site function as a flood mitigation facility and identifying uses and users for the captured water.

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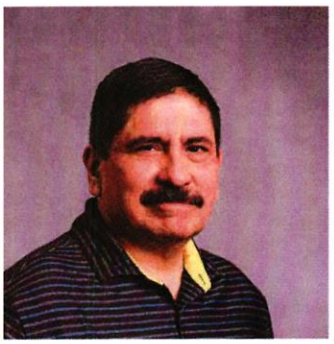

JUAN CASTILLO, RPLS

Survey

Juan joined Halff Associates in August 2018, with over 25 years of experience in all phases of Land Surveying, including, but not limited to, Project Management, supervising field operations, quality assurance and quality control, scheduling of field crews and the preparation of surveying proposals, performing Boundary Surveys, ALTA/ASCM Surveys, Establishing Horizontal & Vertical Surveys, Topographic Surveys, Design Surveys, Lease Survey Plats, Aerial Surveys, Easements Surveys, Parcel Acquisition Maps (Right of Way Mapping), As Built Surveys, Elevations Certificates, Mortgage Improvements Surveys, etc.

EDUCATION

BS/Civil Engineering, Universidad Autonoma De Nuevo Leon, Mexico

REGISTRATION

Registered Professional Land Surveyor State of Texas No. 6146

REPRESENTATIVE PROJECT EXPERIENCE:

- **McAllen International Airport** - Project Manager for the development of Runway 14-32 Taxiway Drainage Improvements. Phase 1-4. Project Manager for the Development of Design Survey.
- **UPS McAllen Expansion Subdivision Plat** - Project Manager for the development of being 15.234 acres being out of Lot 3, Block 5 of the A.J. McColl Subdivision and all of Lots 12-16 of the Northeast Industrial Subdivision Amended. (on going)
- **AEP Design Survey services** - Project Manager for the development of 2.3 miles, locating improvements and visible utilities, existing right of way in different areas in McAllen, Texas. Performed a Topographic Survey in AutoCAD and staking the street apparent existing right of way.



ERIN ATKINSON, PE, CFM, GISP

Geographic Information Systems

Since joining Halff in 2001, Erin has been involved with a variety of projects using GIS technology to assist with the engineering process through spatial analysis. He has experience integrating GIS with floodplain management, stormwater modeling, stormwater utility, mitigation planning, GPS field assessment, asset inventory, environmental analysis, LiDAR analysis, web map development, project management with web-based mapping and custom GIS training.

EDUCATION

MS/Civil Engineering/ Water Resources, Texas Tech University
MS/Environmental Technology/Water Quality, Texas Tech University
BS/Wildlife Management, Texas Tech University

REGISTRATION

Registration Professional Engineer, Texas No. 97353
Certified Floodplain Manager, No. 0481-03
Certified GIS Professional (GISP), No. 48766

REPRESENTATIVE PROJECT EXPERIENCE:

- **GIS Data Hosting and Web Map Development, Panola County Groundwater Conservation District, Panola County, Texas** – Project Manager for the PCGCD groundwater well online management system.
- **Lubbock Stormwater Master Plan, Lubbock, Texas** – Program Manager responsible for overseeing the comprehensive stormwater master plan.
- **Wharton County Drainage Study, Wharton County, Texas** – Developed automation procedures to extract TINs and DEMs from an ESRI terrain dataset.
- **National Weather Service, Rio Grande Inundation Mapping, Texas** – Project Manager for flood severity mapping at four-gauge sites along the Rio Grande; Del Rio, Eagle Pass, Laredo, and Rio Grande City.
- **Texas Water Development Board (TWDB), State CTP Projects, Texas** – GIS Practice Leader who oversaw GIS and automation tasks for all TWDB state CTP projects.

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JOE RAMIREZ

Visual Technologies

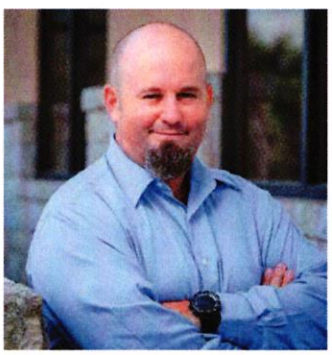
Joe joined Halff in 2001. He worked as a drafter in the transportation department for five years on various road projects before he transferred to the VST department.

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 281, Pharr, Texas** – Modeled and textured proposed road project design and added traffic. Modeled and textured buildings in project limits. Animated camera to show traffic flow.
- **Wilbarger Street, Fort Worth, Texas** – Modeled and textured existing and proposed intersection conditions and added traffic animation. Animated camera to show traffic flow at the intersection.
- **Alameda, El Paso, Texas** – Modeled and textured proposed roundabouts and surrounding buildings. Added vegetation, parked cars and traffic to the scene. Matched lighting conditions to match the aerial.
- **IH35W, Fort Worth, Texas** - Modeled and textured buildings within the right of way limits. Modeled road geometry and added traffic to the project. Created photo match images for the client of pedestrian bridges.
- **IH 35E, Dallas, Texas** - Modeled roadway and surrounding topo. Added traffic to the project and created animated camera for the scene.

EDUCATION

AAS/Multimedia, Westwood College
AAS/CAD, ITT Technical Institute



RYAN LEWIS, PE

Subsurface Utility Engineer (SUE)

Ryan joined Halff in 2002, bringing three years of design experience. He has experience in the layout, planning and design of water, sewer and drainage utilities and preparing engineering reports, detailing applicable design criteria and results, bid tabulations, submittals, contract documents and specifications for these projects.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Simon Property Group, McAllen, Texas** – SUE Project Manager responsible for various SUE services at La Plaza Mall for an expansion project. Provided level B/D SUE services for 70,000 lf of utilities.
- **Texas A&M University Kingsville, Kingsville, Texas** - SUE Project Engineer responsible various SUE services at the campus. Provided level B/D SUE services for 300,000 lf of utilities. Provided level A SUE services for 45 vacuum excavated test holes on various utilities.
- **TxDOT Pharr District** – SUE Project Manager responsible for various SUE services for the following projects:
- **US 77 from Conley Road to 4.25 miles north of Conley Road, Willacy County, Texas** – Provided level B SUE services for approximately 190,000 lf of utilities.
- **Los Indios Border Safety Inspection Facility, Cameron County, Texas** – Provided level A SUE services for 12 vacuum excavated test holes.
- **Pharr-Reynosa Border Safety Inspection Facility, Hidalgo County, Texas** – Provided level A SUE services for 15 vacuum excavated test holes.

EDUCATION

BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 95767

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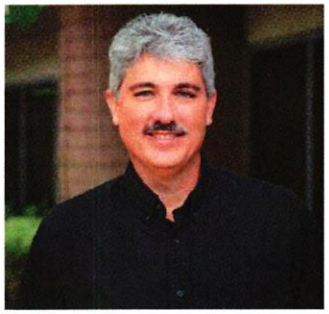


JIM CARRILLO, FAICP, PLA

Planning

Jim is Halff's Director of Planning and has an extensive background in long-range master planning, urban design, park planning and site development. His responsibilities as a planner have included comprehensive city and park master planning, land use master planning, site planning and development, feasibility studies, zoning and subdivision ordinance review, parcelization and subdivision layouts, zoning case studies and coordination and highway visual impact mitigation studies.

EDUCATION

BS/Landscape Architecture, Texas A&M University

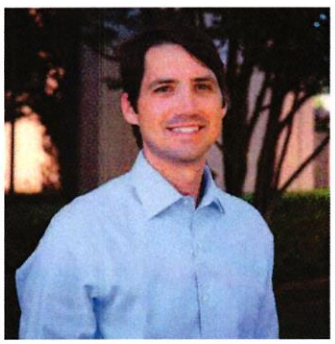
REGISTRATION

Certified Planner, American Institute of Certified Planners - No. 9875

Professional Landscape Architect, Texas No. 1377

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Parks, Recreation and Open Space Master Plan, Alton, Texas** – Principal-in-Charge for the city's first parks and recreation master plan since 1998.
- **Sharyland Plantation, McAllen, Texas** - Project Planner for developing the initial master plan for a 6,000-acre new town south of McAllen and Mission, located in one of the fastest growing metropolitan areas of the US.
- **McAllen Parks Master Plan/Recovery Action Plan, McAllen, Texas** – Project Planner for the preparation of a master parks plan focused on acquisition of land for parks in underserved portions of the community.
- **Heart of the City, McAllen, Texas** – Project Manager and Lead Planner for an innovative master plan for downtown McAllen.
- **Harlingen Comprehensive Plan, Harlingen, Texas** - Lead Planner and Project Manager for update of the city's long-range plan.



JASON DIAMOND

Environmental

Jason joined Halff in 1995. He is a team leader for Halff's Environmental Services group and is responsible for the management of projects requiring environmental reviews in accordance with the National Environmental Policy Act (NEPA).

EDUCATION

BS/Environmental Science, Texas Christian University

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Environmental Project Manager for directing the completion of the EA and public involvement for the proposed construction of a new roadway in McAllen.
- **Anzalduas U.S. Land Port of Entry Project, Categorical Exclusion, Hidalgo County, Texas** - Environmental Project Manager for directing the completion of scoping documents and technical reports required for a CE determination by the TxDOT Pharr District for the construction of additional northbound queue lanes, canopies and inspection booths at the Anzalduas International Bridge in McAllen.
- **Dove Avenue Extension from N. Bentsen Road to N. 41st Street, Environmental Assessment, McAllen, Texas** – Project Manager for directing the completion of the EA for compliance with NEPA requirements and TxDOT guidelines for the proposed extension of a 4-lane arterial street to cross an irrigation canal operated by the HCID No. 1.
- **Trinity Trails East, Categorical Exclusion, Tarrant County, Texas** – Project Manager for the construction of a 2.7-mile hike and bike trail extension from Handley-Ederville Road to the River Trails Park in Fort Worth

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AARON COOPER, PLA, CLARB, LI

Landscape Architecture/Irrigation

Aaron is a landscape architect at Halff that will serve as the Project Manager and primary point-of-contact with the City of Pflugerville. With 11 years of experience in landscape architecture, streetscape planning and design, parks, recreation, and sports facilities planning and design, bicycle facility and trail planning and design, corridor planning, and site-specific master plans and land development design.

REPRESENTATIVE PROJECT EXPERIENCE:

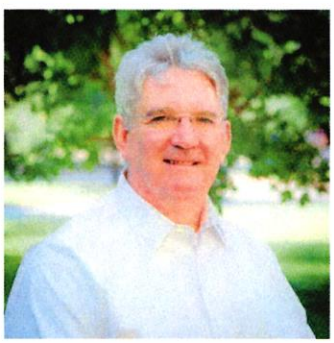
- **Garey Park, Georgetown, TX**. Landscape Architect responsible for the development of construction and bid documents. Halff provided design services for a new 525-acre park located in the Edwards Aquifer Recharge Zone.
- **Lakeside Park, Marble Falls, TX.** Landscape Architect responsible for assisting the Project Manager in development of construction plans for redevelopment of a municipal park. Final plans included site plans and details for an artificial beach that allows the adjacent lake to naturally exchange water, an outdoor shower, a hike and bike trail, supporting retaining, hardscape, and lighting layout, as well as grading plans.
- **Lakeline Park, Cedar Park, TX**. Landscape Architect, Irrigator and Deputy Project Manager for development of construction documents for Lakeline Park Phase 1 in Cedar Park, Texas. Phase 1 includes a multi-purpose pavilion/ performance area, food truck vending area, great lawn, restrooms with maintenance and operations storage, playground, canoe/kayak launch facilities, as well as supporting pavilions, parking, hardscape, retaining and grading.

EDUCATION

BLA, Texas Tech University

REGISTRATION

Professional Landscape Architect - Texas No. 3105
Licensed Landscape Irrigator - Texas No. 24462
CLARB No. 44127



ALAN LA FON, RA, NCARB, LEED AP

Architecture

Alan brings more than 30 years of project management experience to Halff. He is responsible for managing design teams through all phases of new project development from design concept through building construction close out.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shannondale Continuum of Care Campus Master Plan, Maryville, Tennessee** - Architect for providing development strategies for numerous single-family homes, a community center, water features and care facilities into a cohesive village-like plan.
- **California State University, Fresno, California** - Architect for future facility requirements, infrastructure planning and review of proposed design of newly constructed facilities.
- **Chickasaw National Cultural Center, Sulphur, Oklahoma** – Project Manager for the 80,000 sf $30,000,000 museum and cultural center.
- **City Hall, Fresno, California** – Project Manager for the design and detailing of various building components for interior construction and space planning for over 2,000 staff members.
- **Madera Intermodal Transportation Facility, Madera, California** – Architect for the development of a master plan and individual building remodels for a transportation center linking train, bus and dial-a-ride services for Madera.

EDUCATION

MA/Architecture, Texas A&M University
BA/Architecture, California Polytechnic State University, San Luis Obispo

REGISTRATION

Registered Professional Architect, Texas No. 22920
National Council of Architectural Registration Boards - Certificate No. 43975
LEED AP Fellow

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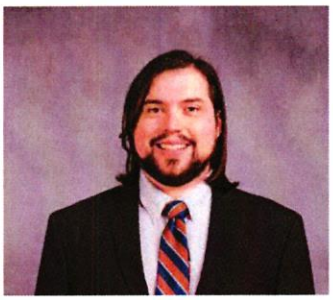

ANDREW SALINAS, PE, SIT

Project Manager

Andrew joined Halff in May 2021 as a Civil Engineer and Project Manager in Halff's McAllen office. He possesses a diverse background in land development for municipal and county projects; this includes the review and implementation of roadways, drainage, water and wastewater infrastructure.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shops at 29th, Commercial Park, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **The Village at Renaissance Townhouses & Apartment Complex - McAllen, Texas*** - Project Engineer for this Multi-family development in McAllen, Texas. Responsibilities included plan analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **Sharyland Business Park, Warehouse Additions, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements for a multitude of warehouse sites throughout the Sharyland Business Park development.

EDUCATION

MS/Geospatial Survey Engineering, Texas A&M University, Corpus Christi
BS/Civil Engineering, University of Texas, San Antonio

REGISTRATION

Licensed Professional Engineer, Texas – No. 128943
Surveyor In Training, Texas – No. 110151
Licensed Real Estate Agent, Texas – No. 616101



KRISTINA LEAL, PE, CFM

Water/Wastewater Design

Kristina joined Halff in 2006, bringing five years of municipal experience in civil engineering and two years of experience in geotechnical engineering. She has experience in civil engineering, planning, design and project management for public agencies and experience in construction management for both public and private clients. Her work as a Project Manager and Engineer for the cities of McAllen and Harlingen have made her familiar with the local county, state and federal agencies and local contractors and construction practices.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Sprague Road Interceptor Sewer, Hidalgo County, Texas** - Project Engineer for the civil design of a 7.5-mile-deep gravity wastewater line that will serve 18,000 acres.
- **McAllen Reuse Line, McAllen, Texas** - Project Engineer for the civil design of 29,000 lf of wastewater reuse line to be for irrigation of existing parks.
- **South 33rd Street and Formosa Avenue Paving & Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for the two main roads located within the Foreign Trade Zone.
- **North 29th Street Paving and Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for 29th Street from 5 Mile to 6 Mile Line Roads.

EDUCATION

MS/Civil Engineering, University of California at Berkeley
BS/Civil Engineering, Massachusetts Institute of Technology

REGISTRATION

Professional Engineer, Texas No. 94759
Certified Floodplain Manager, No. 0943-06N

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JOSH LOGAN, PE, CFM

Hydraulics & Hydrology

Josh joined Halff in January of 2002. He has worked on a wide variety of projects including large-scale hydrologic and hydraulic studies, land development, utility rehabilitation and relocation, erosion control design and a selection of transportation projects, though his primary focus has been in flood mitigation analysis and drainage infrastructure design. Josh has managed various projects through all stages of analysis and design. He has been intimately involved with the planning, detailed design and PS&E preparation and successful construction management phases of several projects.

EDUCATION

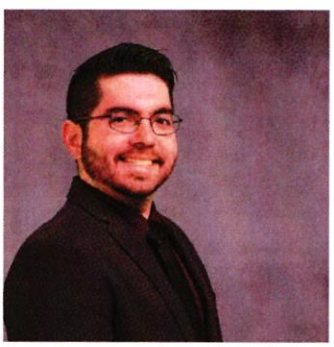
BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 100005
Certified Floodplain Manager, Texas No. 3758-19N

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



RUSSELL LIMAS, PE

Storm System Design

Russell joined Halff as a Graduate Engineer in June 2018, with experience in a variety of water resources, public utilities, and land development working as an intern for Halff during the summers of 2016 and 2017. He is specialized in Water Resources, Public Utilities, Transportation, and Land Development.

EDUCATION

ME/Civil Engineering, Texas A&M University
BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas - No. 58946

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** - Graduate Engineer assisted in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Sprague Road Interceptor Sewer Project, Hidalgo County, Texas** - Graduate Engineer assisted in estimating wastewater demands, sewer alignment, and compiling construction documents and specification manuals. The project consists of designing the Sprague Road Interceptor, a deep, wastewater line to serve the subdivisions and Colonias within the project area. The interceptor is approximately 7.5 miles that will serve approximately 18,000 acres.
- **2018 HCDD1 Drainage Bond Project #24, Hidalgo County, Texas** - Graduate Engineer assisted in designing storm drainage systems as well as in developing maps, calculating drainage areas, measuring channels, culverts, ditches, etc. Using ArcGIS and MicroStation.

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ROXXIE DE LA CRUZ, PE

Erosion & Sediment Control Design

Roxxie joined Halff in 2015, after graduating University of Texas-Pan American. Since joining the McAllen Team, Roxxie has engaged in the development of engineering Storm Water Pollution Prevention Plans (SWPPP), cost estimates, drainage reports, subdivision plats, and the development of construction/design plans and specifications for civil projects involving: sanitary sewer and water, drainage, erosion control, paving and dimension, and utility relocations. Ms. Mann has assisted in construction administration tasks when required by the Client, as well as attended construction meetings and site visits.

EDUCATION

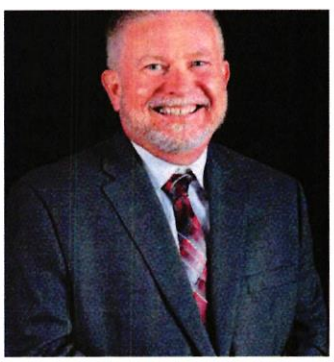
BS/Civil Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 137892

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



CHRIS CARON, PE

Roadway Design

Christopher Caron joined Halff in 2019. He worked for over 30 years with TxDOT in the Corpus Christi area, serving in various positions of increasing responsibility throughout the agency. He retired in 2018 in the position of Corpus Christi District Engineer. Chris is a native of South Texan from George West, Texas and has held various posts throughout his career in the community.

EDUCATION

BS, Civil Engineering, Texas A&M University

Bachelor of the Arts, Mathematics, Southwestern University

REGISTRATION

Professional Engineer - Texas No. 80168, Exp: 12-31-2021

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of McAllen, Bicentennial Blvd. Extension, McAllen, Texas** - The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas. Services included civil and structural engineering, as well as surveying and landscape architecture for Bicentennial Extension Project.
- **IH 69/US 77, Texas** - As the Corpus Christi District Area Engineer for Jim Wells, Live Oak and Kleberg Counties, Chris oversaw the development and planning of the expansion of the IH 69/US 77 Freeway System through Kingsville, George West and Alice
- **IH 69 (US 77 and US 281), Texas** - As District Engineer for the Texas Department of Transportation (TxDOT), Chris was responsible for the oversight of the design and two new interstate highways to provide connectivity between the Coastal Bend and Rio Grande Valley of Texas.

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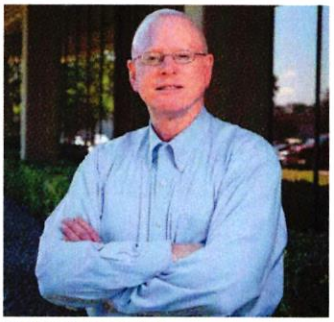

GREG JACOBS, PE

Highway Design

Greg joined Halff in 1989, bringing nine years of previous engineering and construction experience. He has designed and supervised the civil design of highways, toll roads and other transportation-related projects.

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 83 Reconstruction, TxDOT Pharr District, McAllen, Texas** - Project Manager for the design of 6 miles of highway reconstruction expanding and upgrading existing facility to 6 lanes plus auxiliary lanes.
- **FM 2061, TxDOT Pharr District, Hidalgo County, Texas** - Project Manager for the design of 4 miles of highway reconstruction, expanding and upgrading existing facility to 5 lanes including crossing two major 0.4-mile wide floodways.
- **US 77 & 83 Reconstruction, TxDOT Pharr District, Brownsville, Texas** – Project Manager for advanced preliminary engineering for 6 miles of freeway reconstruction.
- **IH 10 Widening from 0.5 Mile East of Martin Luther King Jr. Drive to the Sabine River, TxDOT Beaumont District, Orange, Texas** – Project Manager for the development of schematic and PS&E for the reconstruction and widening of 4 miles of controlled access urban interstate highway including the widening or replacement of bridges at two waterway crossings. Project minimized impacts to 1¼ mile of wetlands within the Sabine River floodplain

EDUCATION

MBA, Southern Methodist University
BS/Civil Engineering, Lamar University
BS/Building Construction, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 67152



ALEX REYNA, PE,

Traffic Engineering

Alex has 17 years of experience in a wide variety of traffic engineering work, such as traffic impact analysis, traffic signal warrant studies and design, traffic signal timing, quality estimating, and microscopic traffic simulation modeling. Alex has spent his entire professional career performing traffic operational analyses for clients throughout Central Texas. From microsimulation of traffic signals within Cedar Park to managing the entire traffic operations during Circuit of the Americas large events, Alex will be a valuable resource to the GLO.

REPRESENTATIVE PROJECT EXPERIENCE:

- **ARDOT Sherwood Hwy 176Y - Little Rock, Arkansas -** This study will recommend needed improvements for Highway 176Y between Highway 176 and Highway 67, inclusive of cross-street and frontage roads.
- **Riverside Drive Hike and Bike Trail Phase 1, San Marcos, TX -** Due to an increase in pedestrian traffic traveling from River Road on the east side of Interstate Highway 35 (IH 35) to Riverside Drive on the west side of IH 35, the City has proposed the creation of a hike and bike trail to create a safe route for pedestrians to access public facilities from the east side of IH 35
- **Harvey Mitchell Road Hike and Bike Trail, College Station, TX.*** Responsible for the design of a hike and bike facility from Welsh Avenue to Texas Avenue along Harvey Mitchell Parkway. The trail will be approximately 1.2 miles in length and ten feet wide in most areas.

*Project Prior to joining Halff**

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATION

Professional Engineer - Texas No. 101243

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MATT CRAIG, PE

Transportation Planning

Matt leads Halff's Transportation Planning practice. Since joining Halff in 1983, Matt has engineering experience in transportation, environmental, municipal and private sector projects

EDUCATION

MS/Civil Engineering, University of Texas at Arlington
BS/Civil Engineering, University of Cincinnati

REGISTRATION

Professional Engineer, Texas No. 69910

REPRESENTATIVE PROJECT EXPERIENCE:

- **Padre Boulevard (PR100) Traffic Engineering Study, South Padre Island, Texas** – Project Manager for the traffic engineering study to improve operations to Padre Boulevard for 14 blocks of this urban arterial in the heart of the Island's commercial district.
- **TxDOT Dallas District Advance Planning/Environmental Indefinite Delivery Contracts** - Project Manager for multiple 2-year IDC that included environment assessments, schematic design and PS&E.
- **Capital Improvements Plan (CIP) and Impact Fee Study, Fairview, Texas** – Project Engineer for the transportation component of a CIP and impact fee analysis.
- **SH 360 Corridor Improvement Study, Environmental Assessment & Schematic Design, Arlington, Texas** – Assistant Project Manager for the corridor improvement study, EA and Schematic Design for SH 360 from IH 20 to IH 30, a 6-mile urban freeway corridor.
- **Trinity Parkway Major Investment Study (MIS), Dallas, Texas** – Assistant Project Manager for planning alternatives analysis and diagrammatic roadway design for Trinity Parkway.



KYLE HUNTER, PE

Mechanical & Plumbing Design

Kyle is a highly motivated, energetic, and pro-active thought-leader in the buildings industry with 15-years of experience. His six years of project management experience covers all facets of program management - staff management, program development, strategic planning, contract development and review, budget development and management, claims prevention, design oversight, development of procurement strategies, construction management, schedule development, and management and owner occupancy planning. Kyle is an innovative engineer whose experience includes the recovery of failing programs, phased construction and the proper structuring of construction safely around occupied facilities.

EDUCATION

BS, Mechanical Engineering, Oregon Institute of Technology

REGISTRATION

Professional Engineer, Texas – No. 121984

REPRESENTATIVE PROJECT EXPERIENCE:

- **Brownsville ISD 10 Campus Mini-Gym Improvements, Brownsville, Texas** - Project Manager for the Mechanical and Electrical improvements to the existing mini-gyms at 10 different campuses. Improvement include addition of his and hers bathrooms and a Mechanical room that doubles as a utility room.
- **Saint Francis Health System: Warren Clinic Family Medicine, Medical Office Buildings, Tulsa & Broken Arrow, Oklahoma** - Project Manager for Ground-up design for two medical office buildings (MOB) in Tulsa & Broken Arrow.
- **McAllen ISD, Rowe High School, HVAC Improvements, McAllen, Texas** - Project Manager for this project at Nikki Rowe High School. This 328,938 square-foot facility required HVAC improvements that included replacement of fan coil units, air handling units, exhaust fans, hydronic piping and system improvements, and the addition of digital controls system.

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GABRIEL BENAVIDES, JR., PE

Electrical Design

Since starting his education and professional career at Halff in June 2007, Gabriel has been involved in the electrical engineering design, construction management, and project management for municipality, government, educational and commercial facilities. He has acquired extensive experience in the area of water and wastewater facilities as well as educational facilities.

REPRESENTATIVE PROJECT EXPERIENCE:

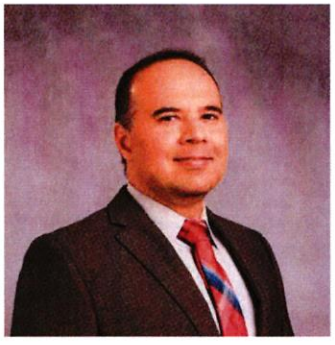
- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - Electrical Design Engineer responsible for two waste-water lift stations that will service 1300 acres.
- **Precinct 4 Administration and Maintenance Building, Edinburg, Texas** - Electrical Engineer for the design of high efficiency lighting for two buildings.
- **Electrical System and Standby Generator Additions Study for County Courthouse, Edinburg, Texas** - Electrical Engineer for the analysis and recommendations for a new standby generator at the existing HIdalgo County Courthouse.
- **McAllen Miller International Airport, McAllen, Texas** - Electrical Engineer for the design of a switchboard load analysis to determine whether the existing service was adequate for new expansion installation.
- **Laguna Madre Treatment Plant No. 2 Emergency Generator Addition, Port Isabel, Texas** - Electrical Engineer for the design for the new emergency system addition to Laguna Madre 6 mgd Water Treatment Plant No. 2.

EDUCATION

BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 119255



JOSE DELGADO, PE, RCDD, LEED AP

Information Communication Technology

Jose joined Halff in June 2010. Prior to joining Halff, he spent a number of years in Dallas and Austin, Texas, where he was actively involved in technically challenging and sustainable demanding MEP and Information Communication Technology (ICT) projects. His experience includes a plethora of projects located across Texas and as far away as New York State. Jose's experience includes institutional, educational, industrial, commercial, and government type projects. He has been involved in the MEP and ICT design and construction management.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Texas Anti-Gang Facility, McAllen, Texas** - ICT design for the renovation of an existing 24,000 sf former public safety building to be converted to the TTIC Texas Anti-Gang Facility.
- **Hidalgo County Drainage District #1, Edinburg, Texas** - ICT Designer for a new administration building.
- **Brownsville Public Utilities Board Service Center Facility, Brownsville, Texas** - ICT Designer for a new service center facility that consists of an administration office building, warehouse building, loading docks, car wash building, fueling stations and vehicle maintenance building.
- **Texas State Technical College (TSTC), New Central Chiller Plant, Harlingen, Texas** - ICT Designer for the addition of chillers, cooling towers and pump additions for campus HVAC additions.

EDUCATION

BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 101998
Registered Communications Distribution Designer, No. 201201R
LEED Accredited Professional No. 10450958

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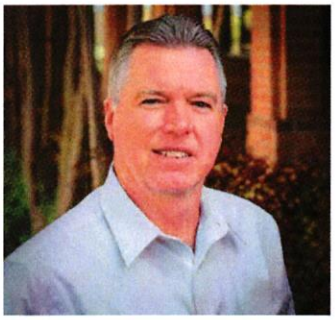

PAUL RIELLY, PE, SE, SECB

STRUCTURAL DESIGN

Paul is a senior structural engineer who joined Halff in 1982, and currently has more than 40 years of design experience. His experience includes commercial, industrial, institutional buildings, bridges, and civil projects. He has provided structural design services for more than 600 projects located throughout the United States, Saudi Arabia, Korea, and Mexico. These projects have involved a wide variety of construction materials including structural steel, reinforced concrete, post-tensioned concrete, precast/prestressed concrete, reinforced masonry, soil, timber, and fabric structures. Construction costs of projects for which Paul has served as the project structural engineer range from $100,000 to $80,000,000.

EDUCATION

BS/Architectural Engineering, University of Texas at Austin
Bachelor/Architecture, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 61307
Structural Engineering Certification Board, Certification No. 2568-0708

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Structural Engineer for the design and construction administration for improvements to an existing 150-acre county coastal park facility.
- **Cuates Pump Station, Laguna Madre Water District, Cameron County, Texas** - Structural Engineer for the design of a 1,200 sf single-story pump station located in a hurricane wind zone.
- **Brownsville Border Patrol, Brownsville, Texas** - Structural Engineer for the design of two building structures for the Immigration and Naturalization Service.
- **Rio Grande Valley Border Patrol Sector Headquarters, Edinburg, Texas** - Structural Engineer for the design of three buildings that are a part of the main campus for the Immigration and Naturalization Service.
- **US 83 Overpasses, Pharr, Texas** - Structural Engineer for the design of six overpasses along US 83 adjacent to the US 281 Interchange. Each overpass was 140-feet wide by 270-feet long.



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4. REFERENCES

REFERENCES

Roel Rodriguez | City of McAllen
Title: City Manager
Phone: (956) 681-1001
Projects: Sprague Road Interceptor Sewer
Description: Halff provided Surveying, Civil Engineering and Electrical Engineering for this deep, gravity wastewater line in McAllen, Texas. It is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Paul Curtin | Hunt Valley Development
Title: Former Vice-President
Phone: (956) 739-3910
Project: Sharyland Plantation
Description: Halff provided the preparation of boundary surveys, topographic surveys, construction staking, easement preparations, and plats. Projects ranged in size from 0.5 acres to 40-acre tracts.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Jeff Underwood | City of Alton
Title: City Manager
Phone: (956) 432-0766
Project: City of Alton Master Drainage Plan
Description: Halff provided complex hydrologic and hydraulic (H&H) analysis, Drainage Improvements, Floodplain Mapping, InfoWorks ICM, 2D Modeling, GIS inventory and database development, Alternatives Analysis, Cost Estimating, CIP Prioritization, Agency Coordination (TxDOT, Hidalgo Drainage District #2, etc.), Web Tool Development for a Citywide Master Drainage Plan in the City of Alton, Texas.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager
Lorena Corpus, ROW Specialist

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INSURANCE

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2021

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: Carly Underwood
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER: 21-22** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2021	08/01/2022	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 $500,000 $25,000 $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			CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7015026436	07/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	08/01/2021	08/01/2022	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	Professional Liab incl. Pollution			03113813	07/12/2021	08/01/2022	Per Claim $1,000,000 Aggregate $2,000,000	

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

When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

Sample Certificate

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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Supplemental Information for Response to City of Edinburg (City), Request for Qualifications, Submittal Requirements, Question 5

22 July 2022

Question:

A list of any insurance claims against the firm within the past 5 years.

Response:

Halff Associates employs more than 1,240 people in 29 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,380 active projects at any given time. Accordingly, on rare occasions Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances Halff can only release this confidential information under specific request and with the dual understandings (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. **Halff has never been adverse to the City of Edinburg (City) in any litigation or insurance claims.** Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Mr. Dan Tanksley can be reached at dtanksley@halff.com or 214-346-6290.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE
ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

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HALFF

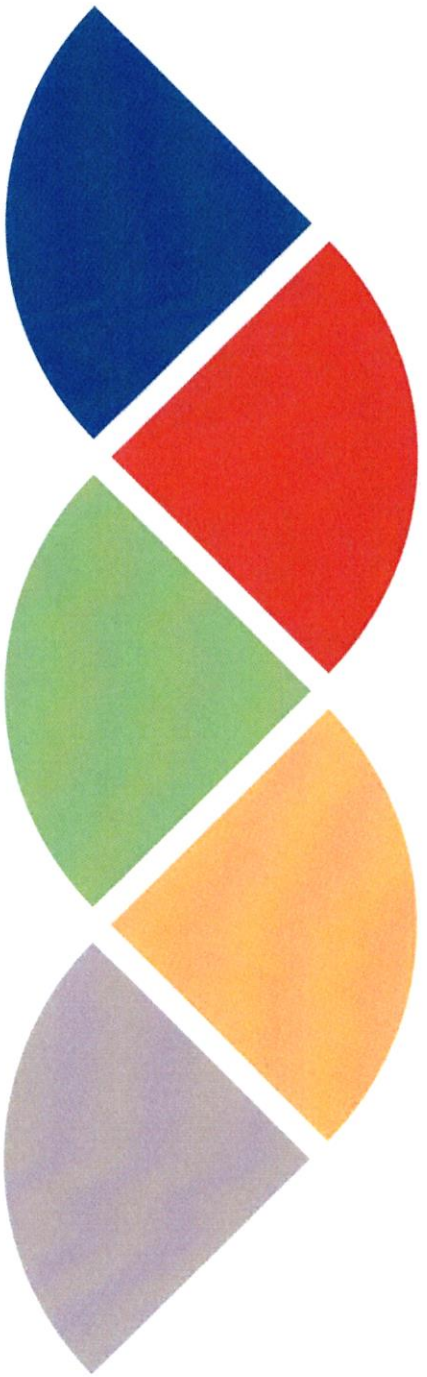
8. PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Halff has read the professional services agreement, will meet the prerequisite insurance requirements, and, if selected, agrees to enter in to such agreement.

PEOPLE

We wholeheartedly believe that it is people who drive our firm. Equally important are the relationships we have with our valued clients who entrust Halff to bring forth optimal solutions to the challenges they face.



AUTONOMY

You will never hear Halff described as "bureaucratic." Our leadership is involved and accessible, and our structure provides every opportunity for our professionals to be innovative and to grow and think outside the box.

TEAMWORK

Across all of our offices, Halff is a place where people collaborate rather than compete. It's a place where there are no dumb ideas and every idea has the possibility of greatness.

INTEGRITY

There is no cutting corners here. Our clients deserve honesty and transparency, and we believe success only matters when it is achieved by always doing the right thing.

QUALITY

Quality is our cornerstone. Where other firms boast it, we actually provide it. And we are proud to be known for it.

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HALFF

7. CONTACT INFORMATION

CONTACT INFORMATION

RAUL GARCIA, PE, CFM
Title: Project Manager
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 458-2343
Phone (Office): (956) 445-5235
Email: rgarcia@halff.com

ROBERT SAENZ, PE, CFM, PMP
Title: QA/QC Manager, Vice President
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 522-0395
Phone (Office): (956) 445-5220
Email: rsaenz@halff.com

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HALFF

FORMS

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.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 8/2/2022

Company/Vendor Name: Halff Associates, Inc.

Printed Name and Title: Raul Garcia, PE, CFM; Project Manager

Authorized Signatory:

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HOUSE BILL 89 VERIFICATION

I, Raul Garcia, the undersigned representative of Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

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SENATE BILL 13 VERIFICATION

I, Raul Garcia, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
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SENATE BILL 19 VERIFICATION

I, Raul Garcia, the undersigned representative of Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

The City has clarified that the following form may be left blank and "N/A" should be placed across it.

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

N/A, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of N/A (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign N/A

Title N/A

Subscribed and sworn to me this N/A day of N/A 20N/A.

By: N/A

Notary Public

My commission expires N/A

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Halff Associates, Inc.

5000 West Military Highway
Suite 100
McAllen, Texas 78503

(956) 664-0286

www.halff.com



EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

Client#: 98667 HALFASSO

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2022

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

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

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Rebecca Egan
PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No):
E-MAIL ADDRESS: rebecca.egan@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER: 22-23** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2022	08/01/2023	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 $500,000 $25,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2022	08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim $1,000,000 Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AVO 42063 RFQ 2020-005 Land Surveying Services - On CallCity of Edinburg and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78540-0000

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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C-461(c)-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert L. Saenz, and my date of birth is 05/02/1964.

My address is 5000 West Military Highway, #100 (street), McAllen (city), TX (state), 78503 (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 31st day of Aug. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zapalac, Russell	Austin, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Llewellyn Sr,, Mark	Tallahassee, FL United States	X	
Killen, Russell	Richardson, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Edwards , Mark	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Baker, Jessica	Richardson, TX United States	X	

EXHIBIT “C”

THE CITY OF Edinburg

CONTRACT NO.

C-07-23

City Council Approved:

October 4, 2022

To:

Myra L. Ayala, City Manager/Marissa Mardoqueo Hinojosa, City Engineer/Rocio Criselda Lozano, Finance Dept.
Clarice Balderas, City Secretary
Rick Rodriguez, Central Files

EDINBURG All-America City 1960 2000 1995

From:
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

Job Task Order No. 1 with Halff Associates, Inc for Engineering Services and Right-of-Way Acquisition Services for the Sugar Road Right-of-Way in the Amount Not to Exceed $835,984.48.

COMMENTS:
10-18-22 Omar, please approve.
10-18-22 Marissa, please have City Manager sign and return originals to me.
10-18-22 Clarice, please attest and return all originals to me for further processing.
10-18-22 Criselda, please see attached Form 1295 for processing.
10-18-22 Rocio, an original for your files.
10-18-22 Rick, an original for Central Files.

C-07-23

THE CITY OF Edinburg

MEMORANDUM

RUSH REQUESTED

CITY OF EDINBURG RECEIVED OCT 18 2022 CITY ATTORNEY'S OFFICE

DATE: 10/18/2022

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa P.E., City Engineer- Engineering Department

SUBJECT: Job Task Order Number One (1) to the Agreement between the City of Edinburg and Halff Associates, Inc for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services

Attached you will find Job Task Order Number One (1) to the Agreement between the City of Edinburg and Halff Associates, Inc for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services.

Attachments requiring signatures:

2-Job Task Order

_X_ Approved by City Council on 10/4/22

City Council approved final form of the agreement on 10/4/22

___ Approval by City Council not required

_X_ Meets purchasing requirements

_X_ This item is Budgeted

_X_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Omar Ochoa, City Attorney

Approved by: _____
Myra L. Ayala, City Manager

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES FOR SUGAR ROAD SCHEMATIC ALIGNMENT, SURVEYING AND ROW ACQUISITION SERVICES**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and **Halff Associates, Inc** dated October 1, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Halff Associates, Inc (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Professional Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Engineering, Project Management Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide for Professional Engineering Services for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Professional Engineering Services Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services, at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

Progress payments will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payments are issued to selected contractor.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this October 4, 2022.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

HALFF ASSOCIATES, INC

_____

BY:
Robert Saenz, PE, CFM, PMP,DBIA
Vice President
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220
Email: rsaenz@halff.com

Attachments: **Exhibit "A" Proposal of Job Task Order 1**
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT "A"

HALFF

September 22, 2022
P42063.006

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78541

Attn: Mr. Mardoqueo Hinojosa

Re: Proposal for Professional Engineering, Surveying and ROW Acquisition Services for Sugar Road Schematic Alignment

Dear Mr. Hinojosa,

We are pleased to submit this proposal to provide professional civil engineering, and surveying and ROW acquisition services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our expertise to assure a successful project.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted as hourly fees, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum/hourly fees.

The proposed fees established are based on the information provided by the Owner. The proposed fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. **Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), and Exhibit 'A' (5 pages).** We will commence services upon receipt of a fully executed agreement.

Respectfully,

Raul Garcia, Jr., PE, CFM
Senior Project Manager

Approved by:

Signature: _____

Printed Name: _____

Date: _____

HALFF ASSOCIATES, INC.

5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

PROJECT BACKGROUND

Sugar Road Schematic Alignment consists of the layout of a new roadway from Chapin Rd. to Monte Cristo Road. The Engineer's scope of services includes Schematic Design, Boundary Surveys and ROW Acquisition. All phases of the Engineers scope of services are described in detail below:

SCOPE OF SERVICES

Phase I – Schematic Design

Schematic Phase – Scope of Services includes the following tasks:

I-1 Provide Surveying Services for Design; includes field ties to all surface improvements located inside right-of-way, establishing horizontal and vertical control for design and construction phases, and supplemental topography inside the right-of-way required for design utilizing the City of Edinburg's datum and coordinate system. Survey of subsurface utilities, other than wastewater and storm sewer, is not included in this scope. Existing underground utilities information, other than wastewater and storm sewer, will be secured via utility locating services and record drawings.

I-2 Data collection and review of existing R.O.W. maps, survey information, and conceptual design documents. This task will begin with a kick-off meeting with City staff.

I-3 Perform detailed site reconnaissance; Engineer will walk the project in the field and document visits with photos to verify and supplement research.

I-4 Coordinate with jurisdictional entities such as TxDOT, Hidalgo County, Hidalgo County Irrigation District , Hidalgo County Drainage District No. 1 (HCDD1) and coordinate with utilities such as City of Edinburg and franchise utilities. Engineer will meet with TxDOT, as necessary. Engineer will meet with HCDD1 and coordinate proposed outfalls to drainage district facilities. Engineer will meet with all utility companies to obtain information on existing utilities, determine if relocations are required, and coordinate relocations with the City of Edinburg's Utility Coordinator.

I-5 Prepare Schematic Design documents, including cover sheet, preliminary right-of-way map, preliminary roadway alignment, and major construction elements.

I-6 Earthwork Cross Sections; includes sections showing the existing grade line and proposed roadway at each 1+00 roadway station. Engineer will develop estimated cut and fill quantities during design.

I-7 Prepare Preliminary Cost Estimate at 30% Design; Engineer will calculate quantities and prepare a statement of preliminary probable construction cost for various bid items.

I-8 QC/QA Overall 30% Submittal; Engineer will internally review 30% progress documents prior to submitting to the City.

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

I-9 Prepare 30% Submittal; Engineer will provide hard copies (3 sets) and electronic (PDF format) copies of 30% progress documents to the City for review.

I-10 Hold one Public Meeting with project area residents.

DELIVERABLES - Engineer will provide hard copies (3 sets) and electronic (PDF format) copies of schematic design and profile for the roadway and drainage to the City for review. Engineer will also provide a preliminary cost estimate to the City for review.

Phase II – Boundary Survey

II-1 Boundary Surveys: Halff will provide boundary surveys required for ROW acquisition purposes. This includes a maximum of (55) boundary surveys. Any supplemental boundary surveys can be provided for an additional sum of $1,500 per survey.

Phase III – ROW Acquisition

III-1 **Fee for Parcels: $200.00/Hr**

Total 6 Hrs (timeline 3-5 days after appraisal has been received)

Appraisal Review Services will be provided by HLH Appraisal Review Services. Harvey Heerssen will review appraisal report for the parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with City of Edinburg policies and procedures and the Uniform Standards of Professional Appraisal Practices and prepare and submit to the City of Edinburg the Form "Tabulation of Values," for the appraisal.

III-2 **Acquisition Services. This will include**

Fee: $8,400.00/Parcel (Payment made on per parcel basis)

25% payment milestone paid upon presentation of initial offer.

45% payment milestone paid upon presentation of acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant or issuance of final offer letter.

30% payment milestone paid upon attending closing by deed and the delivery of the completed negotiation file with signed recorded deed and the title policy to City of Edinburg. In the event of closing by mail, title work must be reviewed prior to closing by mail and again prior to the recording of the instrument.

EXHIBIT A

Further Description of Basic Engineering Services and Related Matters:

Services to be Provided by the Engineer

Sugar Road Schematic Alignment

a. Analyze preliminary title commitment report to determine potential title problems, propose and inform City of Edinburg of methods to cure title decencies. This includes analysis of access easements.

b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor fees) these costs will be invoiced to the City of Edinburg.

c. Analyze appraisal and appraisal review reports and confirm the City of Edinburg's approved value prior to making offer for the parcel.

d. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

e. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City of Edinburg on applicable City of Edinburg forms.

f. The written offer, appraisal report, and required brochures must be sent to the property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

g. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.

h. Respond to property owner's inquiries verbally and in writing within three business days.

i. Prepare a separate negotiator contact report for the parcel.

j. Maintain parcel file of original documentation related to the purchase of the real property or property interests.

k. Advise property owner on the Administrative Settlement process. Transmit to City of Edinburg any written counteroffer from property owner including supporting documentation, and provider recommendation, with regard to Administrative Settlements in accordance with City of Edinburg policy and procedures.

l. Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

ASSUMPTIONS
Fees do NOT include:

a. Title insurance premiums
b. Title Escrow, Search and Commitment Cost ($50.00-$500.00 per parcel)
c. Title Curative Processing Fees
d. Title Curative Incidental Penalties
e. Real Property Recording Fees
f. Purchase prices
g. Residential move costs or replacement housing supplements. (estimate between $40,000 to $75,000 per displaced family unit)
h. Business relocation move costs, search fees or re-establishment costs. (Business relocations can be as low as $40,000 generally up to $250,000)
i. Relocation incidentals such as, but not limited to mortgage interest differential expenses
j. Asbestos and Abatement
k. Demolition

Project Scope Clarifications and Exclusions

1. **Design Services not included in the Scope of Services** – The design of bike lanes, heavy truck lanes, bus lanes, bus stops, or any other special lane is outside the scope of this project. The design of any signals, pedestrian signals or mid-block crossings are outside the scope of this project and will be performed by the City of Edinburg. No detailed hydraulic and hydrology study will be performed for this project. No geotechnical investigation, environmental study, air quality study, noise study, archeological study, construction materials testing, traffic study or any other detailed study is part of the scope of study. Landscape architecture, Irrigation design, and monument sign design is outside the scope of this project.

2. **Statements of Preliminary Probable Construction Cost (SPPCC)** – At the project milestones identified in the above scope, Halff will prepare SPPCC for project improvements included in Halff's design scope. SPPCC will be general in scope, shall be used for gross budgetary informational purposes and shall not include the preparation of detailed estimates or coordination with or data gathered from contractors or suppliers. The City understands and agrees that detailed estimating is not required for this project, but additional detail can be provided as additional services if requested. The City also understands and agrees that Halff has no control over costs of labor, equipment or materials or over a contractor's/contractors' method(s) of pricing and that the opinions of probable construction costs provided herein or in the future are made on basis of Halff personnel qualifications and experience. Halff makes no warrant, expressed or implied, as to the accuracy of such opinions as they may compare to bid or actual costs.

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

Cost Proposal

The specific fees for Phase I, Phase II, and Phase III are shown in the following Table:

Phase	Fee
Phase I – Schematic Design	$223,000
Phase II – Boundary Surveys	$82,500
Phase III – ROW Acquisition	$528,000
Base Fee Phase I, II, and III Services TOTAL	**$833,500**
Phases I, II, and III TOTAL	**$833,500**

EXHIBIT “B”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-005**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Halff & Associates, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

5000 West Military, Suite 100
McAllen, Texas 78503
Attn.: Robert Saenz, PE, CFM, PMP

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

HALFF & ASSOCIATES, INC

BY:_____
Robert Saenz, PE, CFM, PMP
President / Owner
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220
Email: rsaenz@halff.com

Attachments: Exhibit "A" RFQ 2022-005, Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-005 ENGINEERING SERVICES

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REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:
415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):
City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

INTENT

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

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,**" and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

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

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

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

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **PROFESSIONAL ENGINEERING SERVICES** as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

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

JURISDICTION

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

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect

to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An **original** and five (5) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-005 PROFESSIONAL ENGINEERING SERVICES. In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No.

11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The work will be assigned on an as-needed basis for a variety of capital

improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants

- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022

RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
   $250,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 each aggregate

   or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
   $100,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 aggregate
   or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: **Exhibit "A" RFQ 2020-003, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX



ELECTRONIC COPY

CITY OF EDINBURG

PROFESSIONAL ENGINEERING SERVICES
RFQ # 2022-005

AUGUST 2, 2022

HALFF

STATEMENT OF QUALIFICATIONS



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TRANSMITTAL LETTER

HALFF

August 2, 2022
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

RE: Request for Statement of Qualifications, Professional Engineering Services, RFQ# 2022-005

Dear Members of the Evaluation Committee:

HALFF ASSOCIATES, INC (HALFF), appreciates the opportunity to submit our qualifications to the City of Edinburg to provide professional engineering services on an "as needed" basis. We understand the importance of this professional role and are committed to providing a positive partnering relationship with the City of Edinburg. Halff will provide you with a team that has experience and can make a positive difference. This positive difference will be demonstrated by how we respond to your requests, how we present information to you and the public and how we interact with others involved with these projects.

Halff is a Texas-registered professional engineering firm with more than 70 years of experience in the engineering field, working directly for municipal governments across Texas. Our firm staffs over 1200 engineers, surveyors, architects, landscape architects and scientists, all of whom stand ready to assist the City of Edinburg, as needed on projects assigned to us. We have provided professional engineering and project management services to municipalities in the Rio Grande Valley from our McAllen office since 1993. Halff can solve a wide range of engineering challenges and will meet the goals of any project Halff is assigned.

Our approach and qualifications center on the following benefits for the City of Edinburg:

- **Full Service Firm** – Our team is comprised of members with experience that covers every aspect of the study effort, from initial site investigations through final design in multiple engineering disciplines, such as civil, structural, electrical, mechanical and plumbing engineering; environmental studies; landscape architecture; right of way acquisition; and assisting with public input efforts.
- **Majority of work to be done in the Rio Grande Valley** – Our Valley office has over 50 employees, including civil and mechanical/electrical/plumbing (MEP) engineers, right of way agents, technicians and surveyors who will be available at a moment's notice to assist the City of Edinburg staff as needed.
- **Availability** – Halff tands ready to provide the quality service you expect. Halff will commit the resources necessary to serve you expeditiously and produce high quality service.

As your Project Manager, I will be your primary point of contact on all correspondence and communication pertaining to this Statement of Qualifications (SOQ). I am an officer of the firm and am authorized to bind the firm in professional service contracts.

My contact information is:
5000 West Military, Suite 100
McAllen, Texas 78503

Office (956) 445-5235
Fax: (956) 664-0282

Cell: (956) 458-2343
rgarcia@halff.com

We are very interested in serving you as your Engineering Consultant. We are committed to providing an immediate response, being proactive to your needs and serving as your partner and advocate. I encourage you to contact the references we have listed in our qualifications about our dedication, responsiveness and client care. We look forward to deepening our relationship with the City of Edinburg. Please feel free to contact me if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

Raul Garcia, PE, CFM
Project Manager

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CORPORATE AUTHORIZATION RESOLUTION

I, J. Russell Killen, the undersigned being the Corporate Secretary of Halff Associates, Inc. (The "Corporation") do hereby certify that at the Corporation's Board of Directors meeting held on the 19th day of October 2021 there was present and acting throughout a quorum authorized to transact the business hereinafter described, the proceedings of said meeting were in accordance with the charter and bylaws of said Corporation, and this resolution has not been amended or revoked and is in full force and effect.

Resolved, that the following individuals are hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps and do such other acts and things as in his or her judgment may be necessary, appropriate or desirable in connection with any offer extended, proposal submitted, or contract entered into (title of Authorized Agent unless noted):

Adams, Bobby (SVP)
Adams, Mike (VP)
Aillet, Brandon
Albert, Isabelle
Allison, Ben
Amoako-Atta, Samuel
Anderson, Craig (VP)
Anderson, Emily (VP)
Andricopoulos, John
Applebaum, Phillip (VP)
Arbuckle, Sr., James (SVP)
Atkinson, Erin (SVP)
Austin, Jeremy
Bailey, Edjuan (VP)
Baker, Jessica (CMO)
Balli, Bobby (VP)
Barbier, Michael (VP)
Bargainer, Tim (SVP)
Barker, Kody
Barr, James
Barrett, Scott (VP)
Becker, Jason
Benavides, Gabriel
Bertram, Shawn (SVP)
Booth, Duane (VP)
Bucchin, Matthew
Buchanan, David
Bullion, Miles (VP)
Burkett, David
Caldwell, Joni (VP)
Calhoun, Douglas
Cao, Thang
Caron, Chris (VP)
Carrillo, James (VP)
Chavchalov, Drew
Cheatham, Joseph
Cheramie, Trevor
Chovan, Dennis (VP)
Christiansen, Eric
Clair, Nate
Clark, Dan (VP)
Clayton, Johnny
Cleavelin, Melanie
Clint, John
Coffey, Michael
Collins, Casey
Coyer, David
Craig, Matthew (SVP)
Cranston, Shaun (VP)
Crawford, Stephen (VP)
Decuir, Lance
Delgado, Jose (VP)
Diamond, Jason (VP)
Diaz, Marcos
Dorman, Troy
Downs, Derek (VP)
Easley, Paul
Edwards, Mark (CEO)
Edwards, Robert (VP)
Enciso, Carlos
Endsley, RJ
Engelhardt, Cindy (VP)
Ern, Rob (VP)
Ezell, Brad (VP)
Fallon, Michael (VP)
Ferencak, John
Fleeman, David
Forester, Tracy (VP)
Franz, Dan (VP)
French, Sherri (VP)
Garcia, Raul
Gardiner, Chad (VP)
Gates, Echo
Gossett, Robert
Graham, Elizabeth
Guerra, Maria
Haar, Dennis
Harvey, Tony (SVP)
Jodi Hausenfluke (VP)
Hays, Jacob
Helms, Terry (VP)
Hemenes, James
Heusel, Jonathan
Herolt, Edward (VP)
Hicks, William (SVP)
Hinojosa, Samuel (VP)
Hiott, Chuck (VP)
Hodge, Cody
Hollis, Leigh (VP)
Holm, Michael (VP)
Horsey, Sally
Houdmann, Jenifer
Hughes, Lenny (VP)
Hunter, Kyle
Hutcheson, David (SVP)
Ickert, Andrew (SVP)
Jackson, Todd (COO)
Jacobs, Greg (VP)
James, Tim (VP)
Janicki, Mark (VP)
Jones, Holt
Kalogirou, Vasileios (VP)
Kane, Brennan
Kaschyk, Bruce (SVP)
Killen, Russell (EVP)
King, Ron
Klepac, William (VP)
Kocian, Matthew
Lackey, Tim (VP)
Laun, Scot
LeBlanc, Kristin
Lewis, Ryan (VP)
Lindner, John (VP)
Littleton, Brandyn
Littleton, David (VP)
Llewellyn, Jr., Mark
Llewellyn, Sr., Mark (EVP)
Logan, Josh
Loretta, Joe
Lott, Tim
Lozano, Daniel (VP)
Maddox, Jordan
Marlar, Mike (VP)
Marusak, Russell
May, Carolyn
McCaskill, David
McClure, Josh
McConnell, Carl
McGahan, Jeremy
McGahey, Ben (VP)
McGlohorn, John (VP)
Medford, Michael (VP)
Merritt, Landon
Miller, Jim
Miller, Steven (SVP)
Moore, Andrew
Moran, Trey
Mosier, Cindy
Moya, Michael (SVP)
Murray, III, Menton (SVP)
Nagy, Jeff
Neuschafer, Mark
Nguyen, Long
Nordstrom, Erica
Otto, Mark
Overbey, Jarred
Parker, Jason
Peeples, Christy
Pembroke, Bill (VP)
Perez, Tomas
Petrich, Joseph (VP)
Pylant, Benjamin (SVP)
Ratzman, Eric
Renteria-Compian, Nelda
Rickett, Mark
Rielly, Paul (VP)
Rouvaldt, Cara
Rushing, Scott
Saenz, Robert (VP)
Sagel, Joseph (CFO)
Sartori, Tony (VP)
Satagaj, Brian
Satre, Dennis (VP)
Scheffer, Jason
Schiller, Drew
Schimenti, Andrew
Scholz, Robert
Scott, Clay
Scullion, Michael
Sexton, Michael
Shafer, Andrew
Shanks, James (VP)
Short, Vance
Simon, Guillermo
Smith, David
Smith, Ryan (VP)
Stahl, Matthew
Stark, Aubrey
Steel, Rusty (VP)
Stephens, Ben
Stinnett, John
Tanksley, Dan (SVP)
Teague, John
Terrell, Allen (VP)
Thornton, Kyle (VP)
Tobias, Brett
Tubb, Andrew
Tuley, Aaron
Vester, Cameron
Villar, Chris
Vines, Brian
Walker, Rob
Warfield, Dan (SVP)
West, John (VP)
Wilson, Kirk
Wong, Raul (VP)
Woodson, Todd (VP)
Zapalac, Russell (CSO)

Witness my hand and seal of the corporation this 19th day of October 2021.

J. Russell Killen
Corporate Secretary

HALFF ASSOCIATES, INC. CORPORATE SEAL TEXAS

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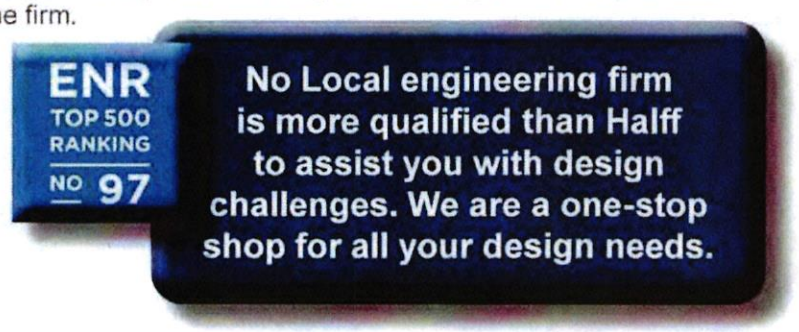
2. FIRM QUALIFICATION AND EXPERIENCE

FIRM QUALIFICATION AND EXPERIENCE

Halff Associates, Inc. (Halff) is a Texas-based, employee-owned firm, registered and licensed to practice in Texas with a local office in McAllen and 28 other offices located in Texas, Oklahoma, Louisiana, Arkansas and Florida. Halff is a full-service firm with a staff of more than 1200 engineers, landscape architects, planners, architects, environmental scientists and surveyors. Our people are individuals with diverse, yet complementary, professional backgrounds. Much of our professional staff started with Halff straight out of college and have grown in their careers, knowing commitment to quality is the cornerstone of the firm.

Office location that will be providing services:
5000 West Military Highway, Suite 100
McAllen, Texas 78503
(956) 664-0286
(956) 664-0282 Fax
www.halff.com



HALFF'S UNIQUE QUALIFICATIONS

Halff is Knowledgeable: Halff Specializations

Halff is committed to providing the highest quality engineering and professional services. We are consistently ranked in Engineering News-Record magazine's list of the top 500 design firms in the United States.

We have a wide range of technical capabilities that give us the ability to handle even the most complex issues. We can provide the following engineering related services from our McAllen office:

- General (Civil) Engineering Design
- Water/Wastewater Evaluation & Design
- Hydraulic & Hydrologic Studies (H&H)
- Storm System Design
- Site Development
- Erosion & Sediment Control Design
- Utility Infrastructure Evaluation & Design
- Transportation Design & Planning
- Roadway (Street) Evaluation & Design
- Pavement Management
- Highway Design
- Bridge Design
- Structural Design
- Traffic Engineering
- Traffic Signal Design
- Traffic Calming Design
- Traffic Impact Studies
- Environmental Services
- Mechanical Engineering & Plumbing Design
- Electrical Engineering
- Information Technology System (ITS) Design
- Commissioning.
- Survey/GIS Mapping
- Right-of-Way Acquisition
- Subsurface Utility Engineering
- Planning
- Cost Estimating
- Landscape Architecture/Irrigation
- Architecture
- Visual Technology

HALFF'S EXPERIENCE

Halff is Experienced: Years and Caliber of Experience

Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of numerous projects in the Rio Grande Valley.

Halff has extensive experience working on various types of engineering projects with federal, state, county and local government agencies. Currently, our work for government agencies represents approximately 70% of the firm's revenue. At the federal level, Halff has worked for or is currently working for the Department of Homeland Security, FEMA, GSA and USACE. At the state level we have worked for the General Land Office (GLO), the Texas Juvenile Justice Department, the Texas Department of Criminal Justice (TDCJ), the TxDOT and the Texas Water Development Board (TWDB). Locally, we have performed work for or are working for Hidalgo County, Hidalgo County RMA, Cameron County and most cities of the Rio Grande Valley from South Padre Island to Roma, including larger cities like McAllen, Mission, Pharr, Harlingen, Brownsville and Edinburg. In addition, Halff has participated in a variety of delivery methods including CMAR, Design-Build and Design-Bid Build.

Halff is a Partner: Halff's Design Approach

At Halff our design philosophy is customer centric, and we recognize that our clients have unique needs. We approach each client with open and regular communication to ensure their objectives are understood and met. Before a contract is even signed, Halff's project manager meets with the agency staff to understand the project's timeline, budget, funding source, site constraints, goals and

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the complexity of the project. The project manager uses this information to develop a detailed scope for the project that both Halff and the agency agree on.

On every design project, the design scope of work is provided with a clear breakdown of the associated services to be rendered. Each line item in the scope will be written in a clean manner to avoid misinterpretations of services that are to be provided, or excluded, from the contract. This is key in a world where technology and engineering jargon is used very loosely. Halff will also provide a timeline of deliverables with meetings identified. Halff will identify the critical permits and utility owners which will impact the project's timeline and involve them in all project meetings early in the process. This inclusive approach has been a key element in the long-lasting relationship Halff has had with cities such as the City of Edinburg, McAllen, Harlingen, Mission and Brownsville and other clients such as Public Utilities, Weslaco Economic Development Corporation, Hidalgo County, Cameron County, East Rio Hondo Water Supply Corporation and Hidalgo County Drainage District No.1.

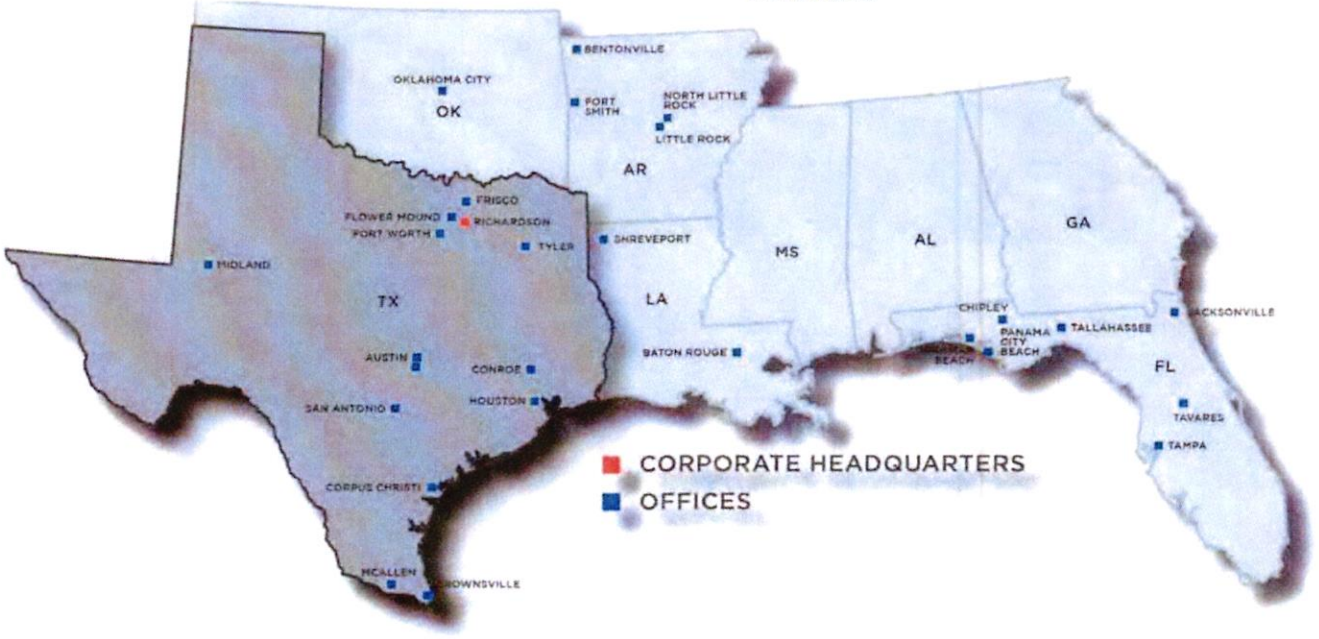
experienced in providing plans for local and state (TxDOT) street construction, drainage improvements and public utility projects. We are also well known for our traffic, mechanical (HVAC), electrical, landscape architecture (parks projects), planning (comprehensive studies), GIS (asset management projects) and Information Communication Technology (ICT) designs.

Halff is a Leader: Interaction with Project Stakeholders

Halff takes great pride in our ability to coordinate with all stakeholders during the development of a project. Before the project begins, we develop a project stakeholder worksheet, including participants, such as the City of Edinburg staff and subconsultants, agencies involved in review and permitting of the project, developers and contractors working adjacent to the project and affected citizens and businesses. Communication and coordination with each stakeholder will vary, and Halff's experience and judgment for similar projects will ensure that interaction with the stakeholders will be handled efficiently and appropriately for the City of Edinburg and their projects.

Halff is Available: Staff Availability

Halff currently has a staff of more than 50 engineers, surveyors, CADD designers and administrative personnel in our local McAllen office. In addition, our local project manager and staff are ready and committed to working with the City of Edinburg on any contracts awarded to Halff. The key individuals are shown in the organization chart on page 10, and those key staff members will be supported by the remainder of our local McAllen staff. Project Manager Raul Garcia, PE, CFM, will be responsible for delegating assignments to staff members as projects become available. With our local office and overall firm capacity, all assignments for City of Edinburg projects will be completed by a staff member of Halff, whether it is on a part-time or full-time basis.



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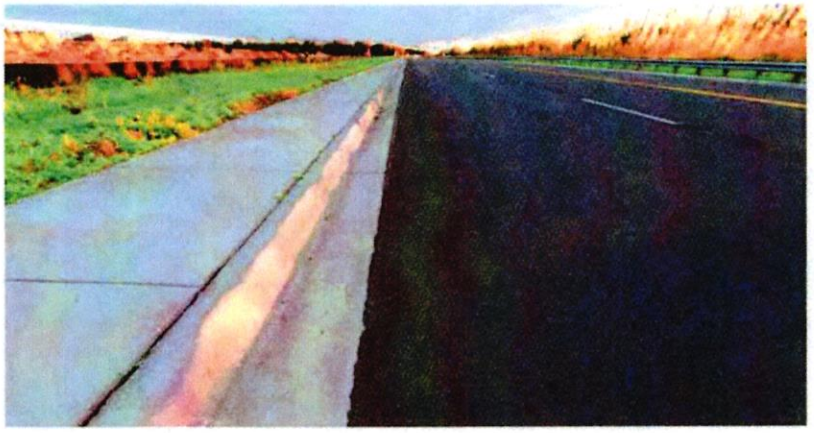
BICENTENNIAL BOULEVARD EXTENSION

McAllen, Texas



Client: City of McAllen
Contact: Eduardo Mendoza
Interim City Engineer
City of McAllen
(956) 681-2700
emendoza@mcallen.net

Completion Date: Dec. 2021
Construction Cost: $ 14.6M
Size: 2.86 miles

The project consists of a 2.86 mile extension of Bicentennial Blvd. (4-lane section, 56' B-B) from Trenton Rd. to S.H. 107. Currently, the schematic design phase has been completed and construction documents are in production. Proposed improvements, in addition to the roadway, include 2.86 miles of sidewalks on both sides, 7,000 feet of storm sewer (pipe sizes vary from 24" to 42"), 5,900 feet of metal beam guard fence, and 4,800 feet of 7' noise barrier. The proposed roadway crosses an existing elevated irrigation main canal. Project improvements include a proposed irrigation pipe siphon (150 feet) at this crossing. The proposed roadway runs parallel to and over an existing irrigation lateral canal. Project improvements include lateral canal removal (6,300 feet) and replacement with proposed underground irrigation pipe. The proposed roadway runs parallel to and over an existing drainage ditch. Project improvements include drainage ditch removal (1,400 feet) and replacement with proposed underground drainage box.

FY PHARR DAP LPOE NB LANES AND BSIF EXITS

Pharr, Texas



Client: City of Pharr/US Customs Border Patrol/GSA
Contact: Luis Bazan
9900 S. Cage Blvd.
McAllen, TX 78577
(956) 402-4660
luis.bazan@pharr.tx.gov

Completion Date: Dec. 2020
Construction Cost: 6M
Size: Multiple sites within the Pharr International Bridge Campus

This project is funded by the City of Pharr as part of their Donation Assistance Program for the US Border and Customs Patrol and GSA. The project is administered by TxDOT and has been formatted to meet TxDOT Project Standards for the design and delivery of bid documents. The project also requires coordination with both the US Customs Border Patrol and the General Services Administration.

This project includes additional traffic lanes, inspection booths, canopy structures, security and imaging devices to detect radiation and to provide vehicle inspections of truck cargo a passing through this border portal. The Pharr International Bridge LPOE moves approximately 60% of the produce from Mexico into the US at this location. The budget for this project is approximately $5.7 million.

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SPRAGUE ROAD INTERCEPTOR SEWER PROJECT

McAllen, Texas



Client: City of McAllen
Contact: Roy Rodriguez, PE
City Manager
City of McAllen
(956)681-1630
rrodriguez@mcallen.net

Completion Date: Phase 1 Dec.2020
Construction Cost: $16.4M (Projected)
Size: 17,707 acres

The Sprague Road Interceptor is a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service. The interceptor is approximately 39,600 feet in length (7.5 miles) running along Sprague Road from Moorefield Road on the west and flowing east to McAllen's North Wastewater Treatment Plant. To the extent possible, existing available rights-of-way will be utilized for the proposed alignment to minimize land acquisition costs.

The service area for this project is in Hidalgo County and is bounded roughly by Monte Cristo Road (FM 1925) on the north and Mile 6 Road on the south and by Bentsen Palm Drive on the west and Ware Road on the east, as delineated on Exhibit 2. The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area.

Construction of this Interceptor line is the first phase for servicing this area with wastewater collection and treatment services. This interceptor main is considered to be the first phase of the project and will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18" to 48" diameter pipe.

KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS

Weslaco, Texas



Client: City of Weslaco
Contact: Mike Perez
255 South Kansas Avenue
Weslaco, Texas 78596
(956) 968-3181
mrperez@weslacotx.gov

Completion Date:
Design - Sept. 2021
Construction - Ongoing
Construction cost: $4.6M
Size: N/A

This project is professional services for Phase 1 of Project 3 – Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park, which is a part of the master drainage plan Halff Associates developed for the City of Weslaco in 2019. This phase consisted of designing two (2) 8 ft by 6 ft reinforced concrete boxes under Agostadero Street from South Sinclair Avenue east to the Hidalgo & Cameron County Irrigation No. 9 (HCCID No 9) Drainage Ditch, east of Paseo Del Norte Road. Also included in this scope is setting a new alignment for the HCCID No 9 Drainage Ditch, developing plans for backfilling the old drainage ditch, utility adjustments for both the sewer and water main lines, storm improvements along Agostadero Street and pavement improvements within construction limits, curb and gutter improvements, and concrete work for sidewalks and residential driveways.

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281 WATERLINE PUMPSTATION PROJECT

Edinburg, Texas



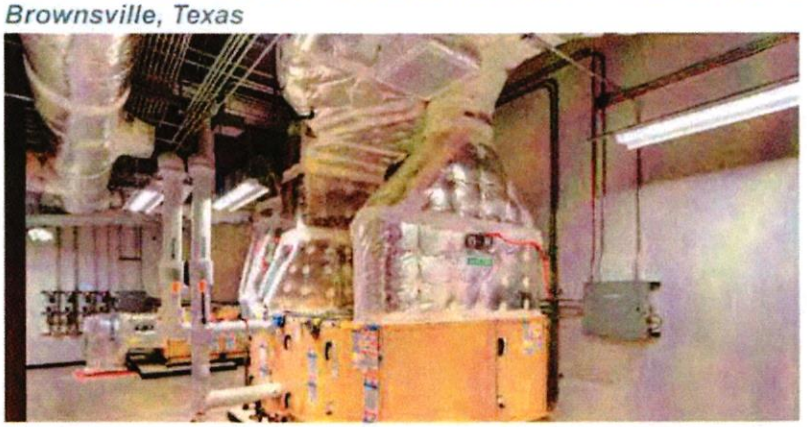
Client: City of Edinburg
Contact: Gerardo Carmona, Jr.
415 W. University Dr.
Edinburg, Texas 78541
(956) 388-8212
gcarmona@cityofedinburg.com

Completion Date: Ongoing
Construction Cost: N/A (Ongoing)
Original Construction Budget: $13M
Size: 62,000LF

The project consists on water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists on removing existing PVC (approximately 27,000 LF) and AC lines (approximately 9,500 LF), and replacing them with approximately 45,000 LF of 8" and approximately 17,500 LF of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed in the future.

BROWNSVILLE PUBLIC UTILITY BOARD ANNEX BUILDING

Brownsville, Texas



Client: Brownsville Public Utility Board
Contact: Marie C. Leal, PW
1425 Robinhood Drive, Brownsville, TX 78521
Phone: (956) 983-6234
Email: MLeal@brownsville-pub.com

Completion Date: Jul. 2021
Construction Cost: 23.1M
Size: 63,000SF

The Brownsville Public Utility Board's (BPUB) new Annex building is a threestory modern office building that creates office spaces for customer services, utility engineering, financial management, and executive office spaces. It houses the BPUB energy control center, Network Operation Center and SCADA center, and pump stations management. As a result of housing such important departments and major operation centers, the building is designated as a Risk Category IV Essential Facility. Redundant electrical, mechanical, and communication systems support the daily operations of BPUB and accommodate needs required during an emergency event. The design's board room is sufficiently flexible to function as an emergency control center and provide employees with overnight facilities, if needed.

Halff was an MEP engineering consultant working on planning, coordinating, and designing the building. The new building provides office space to four utility departments; accounts, engineering, information technology (IT), supervisory control, and data acquisition (SCADA). The new facility holds an IT Network Operation Center (NOC), SCADA Network Operation Center, and an Energy Control facility. The IT NOC is equipped with an In-Row Cooling Rack System with UPS backup. The SCADA NOC is also fitted with a 2N+1 In-Row Cooling Rack System and UPS backup. The SCADA and IT NOCs are also backed up by redundant power generators.

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MCALLEN PUBLIC UTILITY NORTH WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM STUDY

McAllen, Texas



Client: McAllen Public Utility Board
Contact: Marco Ramirez, PE
311 N 15th Street
(956) 681-1775
MRamirez@mcallen.net

Completion Date: September, 2021
Construction Cost: N/A
Size: 750kW

The study for the North Wastewater Treatment Plant Electrical System included identifying power distribution equipment deficiencies, code compliance issues and standby power generation usage. In addition, the study incorporated recommendations for a safer automated transfer scheme for standby power backup and an engineer's statement of probable construction costs. Findings and recommendations were presented to client and lead to an engineering design contract. The scope of work included the addition of two new standby generators at strategic locations for optimal cost savings. The new generators were 500kW and 750kW, sized for only the critical electrical motor loads required for the continuous operation of facility during utility power outages. The switchover from utility power to generator power was accomplished by implementing automatic transfer switches at each of the main electrical rooms. This method of automation increases operator personnel safety and decreases electrical downtime.

HALFF'S EXPERIENCE WITH THE CITY OF EDINBURG

Halff has worked with and within the City of Edinburg for a number of years. We have held several recent and ongoing contracts directly with the City as well as provided services on City projects as a subconsultant. The following is a sample of more recent projects that Halff has successfully completed for the City of Edinburg:

*Projects Included in Firm Qualifiifications and Experience**

- **McIntyre Square Project, Boundary Survey (3.93 ac)**
- **ROW Exhibit for Sugar Rd., Chapin to Monte Cristo**
- **Land Surveying, Wisconsin Rd. from I-69C to West City Limits**
- **Land Surveying and ROW Mapping, Sprague Rd. from Jackson Rd. to West City Limits (1.62mi.)**
- **Land Surveying and ROW Mapping, Chapin Rd. from I-69C to West City Limits (3.57mi)**
- **Land Surveying and ROW Mapping, Trenton Road- I-69C to East City Limits (1.3 mi.)**
- **Survey Fire Station 5 Boundary Survey and ROW Acquisition for Lift Station**
- **Bicycle & Pedestrian Masterplan - Landscape Architecture services for a Bicycle and Pedestrian Master Plan for the City of Edinburg**
- **Survey and ROW acquisition for additional property for Lift Station Number 42 at Alberta and I Rd.**
- **Appraisal and ROW services for Chapin Rd. Bridge Project**
- **ROW Acquisition Services for 20-foot Easement on Canton Road**
- **New Auxiliary Generator Replacement at Downtown Water Treatment Plant High Service Pump Station**
- **Additional Waterline Improvements along US Hwy North 281 ***
- **Professional Services for US Hwy North 281 Water Distribution System Improvements from SH 186 to FM 490**
- **Downtown Parking and Retail Facility at Closner Boulevard**

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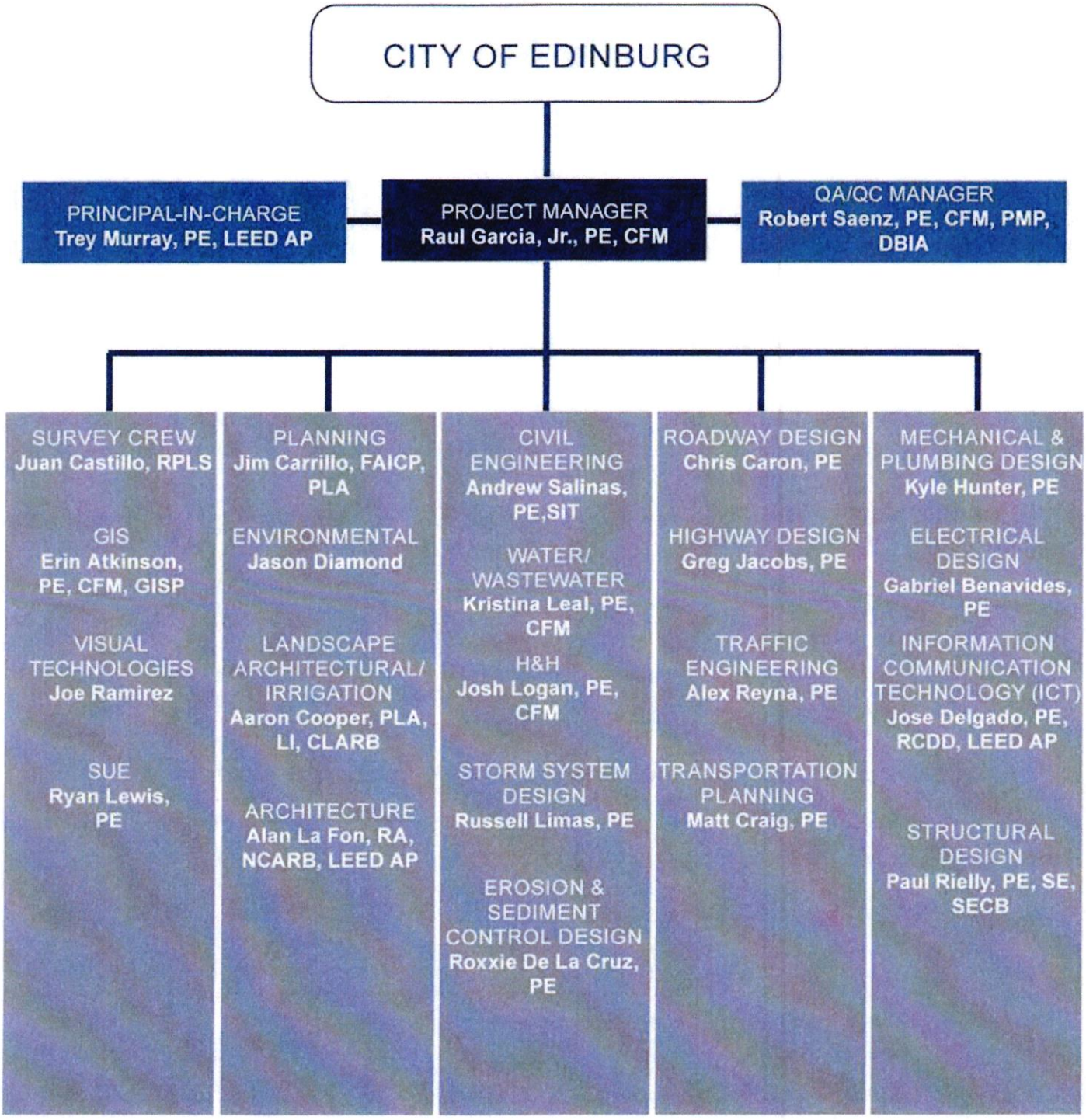
3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

TEAM MEMBER QUALIFICATIONS & EXPERIENCE

Halff's team is more than capable of meeting the City of Edinburg's needs. As our organization chart indicates, our team is vast and covers all the scope of services listed in the Request of Qualifications. Resumes summarizing each team member's experience are included in the following pages.



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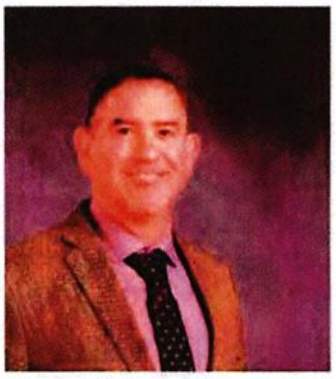

RAUL GARCIA, JR., PE, CFM

Project Manager

Raul joined Halff in 2000. He has more than 20 years of experience in civil engineering, planning, design, and project management for both public and private clients. He has provided land development and site work engineering for a number of office, warehouse, commercial sites, and mixed-use development.

EDUCATION

BS/Agricultural Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas – No. 94855

Certified Floodplain Manager Texas - No. 0954-06N

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Master Drainage Plan, Alton, Texas** - Project Manager for a civil drainage master plan to develop a comprehensive evaluation of the existing drainage conditions to get an understanding of the drainage infrastructure.
- **Retiree Haven, McAllen, Texas** - Project Manager for the civil design of a storm sewer system, lift station and 16-inch force main and lowering of the existing residential streets to accommodate the new drainage system.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Project Manager for the preparation of a topographic/improvement survey and boundary survey for 240 acres of Isla Blanca Park.
- **Sharyland Plantation, McAllen, Texas** - Team Leader for the engineering and development of 6,000-acre tract.
- **Anzalduas Highway Lift Stations, Water & Wastewater Trunk Lines, Mission, Texas** - Project Manager for the design of two lift stations, wastewater trunk lines, force mains and water trunk lines along the Anzalduas Highway Corridor.
- **McAllen Convention Center, McAllen, Texas** - Assistant Project Manager for the preliminary civil design for the master plan of a 180-acre commercial site.
- **City of Weslaco Stormwater Improvement Plan, Weslaco, Texas** - Project Manager in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Mission Plaza Development at Northeast Corner of W. Griffin Parkway and N. Conway Avenue Mission, Texas** - Project Manager for a feasibility study and preliminary design for Mission Plaza Development in Mission, Texas. Topographic survey of the site was used to evaluate and develop the preliminary civil site design.
- **Sharyland Plantation Honduras Drive, McAllen, Texas** - Project Manager for the extension of 2,500 lf of 44' back to back concrete roadway in McAllen, TX. Plans also included the design of a 360 GPM lift station with 2,000 ft of 6" forcemain. Storm system included the design of 2,200 ft of 72" RCP. Plans included paving and dimensional control, drainage design, utility plan and profiles, lift station design, and erosion control. Structural design of the wetwell slab and electrical design of the lift station was also included.
- **Glasscock Road, Mission, Texas** – Project involved the civil design of a 57 ft B-B roadway within the Sharyland Plantation. Civil construction documents were developed for paving, grading, drainage, and utility design.
- **Blueline Ditch Study, McAllen, Texas** – Project Manager responsible for the drainage analysis and design for a section of the Blueline drainage ditch in McAllen. The project consisted of the analysis of the ditch and the impacts of overlaying with a proposed parking area. This included H&H modeling using Infoworks. The analysis and design concluded that two 10'X8' box culverts would be proposed and the downstream ditch would be widened to mitigate the lost volume without impacting the surrounding neighborhoods.

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TREY MURRAY, III, PE, LEED AP

Principal-In-Charge

Trey joined Halff in 2001. He has been involved in all aspects of MEP engineering design and construction management for commercial, institutional, industrial and educational facilities. He has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the mechanical engineer of record for eight LEED certified projects.

EDUCATION

BS/Mechanical Engineering, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 87004

LEED Accredited Professional

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for a multi-disciplinary project for the renovation of an existing park.
- **McAllen Performing Arts Center, McAllen, Texas** - Mechanical Engineer for a new municipal 1,800 seat, 93,500 sf performing arts complex.
- **Hidalgo County Drainage District No. 1 New Administration Building, Edinburg, Texas** - Mechanical Engineer for the mechanical design and construction of a new 9,000 sf facility.
- **McAllen Memorial High School Softball Field, McAllen, Texas** - Electrical Engineer responsible for the renovation of stadium lighting.
- **Pharr Convention Center, Pharr, Texas** - MEP Project Manager and Mechanical Engineer for the mechanical design and renovation of an existing 35,000 sf events center.
- **U.S Federal Courthouse, San Antonio, Texas** – Mechanical QA/QC for a new 227,000 sf federal courthouse facility. Work included preliminary design concepts through final design review for a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Hidalgo County– New County Courthouse, Edinburg, Texas** – MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice facility for the County. The 7-story facility included 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces. HVAC systems included a 1,500-ton water-cooled central plant, 8 custom central station air handlers, terminal units and ductwork. Special mechanical systems included multiple dual-coil computer room air conditioners, detention area smoke control systems and stair pressurization.
- **Hidalgo County Drainage District – New Administrative Building, Edinburg, Texas** – Mechanical Engineer of Record for a new, 9,000 sf admin facility for the District. HVAC systems included two packaged 25-ton RTU's and VAV boxes. Plumbing work included sanitary sewer and domestic water systems.
- **City of McAllen Fire Station/Emergency Operations Center, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for a new Central Fire Station. The facility consisted of a 6,200-sf firehouse, 8,000 sf apparatus bay, and 20,000 sf administration and emergency operations center. Mechanical systems included DX split systems and roof-top units as well as vehicular exhaust systems and general ventilation. Plumbing systems include standard sewer/vent and water as well as oil separators and compressed air.
- **City Hall Condenser Replacement, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for the replacement of air-cooled condensers. The project required the removal of four existing 75-ton air-cooled condensers from the 3rd story roof of the City Hall Building. Four new units were specified to replace those removed. New controls were specified to connect the new condensers, as well as new electrical service and disconnects. In addition, two condensing units serving computer spaces were installed. The project documents also included a phasing schedule such that the building could continue its normal operation

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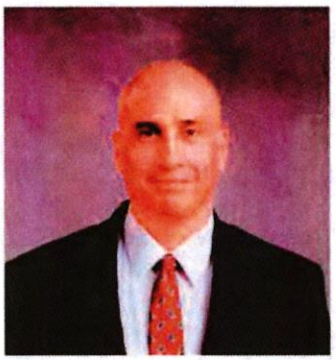

ROBERT SAENZ, PE, CFM, PMP

QA/QC Advisor

Robert joined Halff in 2001, bringing more than 36 years of experience. He has experience in civil engineering, planning, design, project management and construction management for both public and private clients. His extensive work with city, county, state and federal agencies has given him insight into feasibility analysis, preliminary engineering and project financing

EDUCATION

BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 82072

Certified Floodplain Manager, Texas No. 0256-00N

Project Management Professional, No. 1767964

Design-Build Certification

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Principal-in-Charge for the civil design of a four-lane, 52-foot-wide roadway with curb and gutter.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for improvements to an existing 150-acre county coastal park facility.
- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - QC Manager responsible for the design of the wastewater collection system trunk lines and two wastewater lift stations to service 1300 acres.
- **McAllen Convention Center, McAllen, Texas** - Project Manager for developing a master plan for a 180-acre commercial site.
- **Retiree Haven, McAllen, Texas** - Civil design of a storm sewer system, lift station and 16-inch force main and the lowering of the existing residential streets to accommodate the new drainage system.
- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** – Principal in Charge in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit. The purpose of the storm water improvement plan to develop a comprehensive evaluation of the existing drainage conditions throughout the city of Weslaco, Texas by modeling the present drainage infrastructures as accurate and concurrent as possible using GIS software. Data collection and model inventory included gathering, organizing, and reviewing of all data provided. GIS data was collected and catalogued. Hydrologic and Hydraulic models were prepared and utilized to assess flood risk and identify flood mitigation solutions for various areas of the city.
- **Bicentennial Extension Project, McAllen, Texas** - Principal in Charge in the planning phase which consisted of providing the horizontal & vertical alignment and drainage design for the road. Also developed cost estimates for the project. The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas.
- **Rio Grande Valley World Birding Centers, Texas** – Project Manager for the civil engineering design and development of construction documents. The civil improvements were for three main sites of the World Birding Centers located in Mission, Weslaco, and Brownsville Texas. The projected included the design of on and offsite utilities, site grading, drainage, sidewalks and walking trails, and parking facilities.
- **Delta Region Water Management Project Feasibility Report, Hidalgo County, Texas** – Principal in Charge for the submission of an economic feasibility of the Delta Reservoir and the Water Management Project it is part of. Halff is looking at the firm yield of water at the Delta Reservoir site, investigating and identifying ways to make the proposed site function as a flood mitigation facility and identifying uses and users for the captured water.

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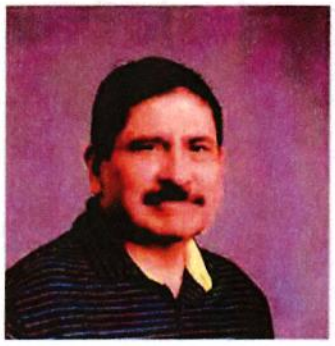

JUAN CASTILLO, RPLS

Survey

Juan joined Halff Associates in August 2018, with over 25 years of experience in all phases of Land Surveying, including, but not limited to, Project Management, supervising field operations, quality assurance and quality control, scheduling of field crews and the preparation of surveying proposals, performing Boundary Surveys, ALTA/ASCM Surveys, Establishing Horizontal & Vertical Surveys, Topographic Surveys, Design Surveys, Lease Survey Plats, Aerial Surveys, Easements Surveys, Parcel Acquisition Maps (Right of Way Mapping), As Built Surveys, Elevations Certificates, Mortgage Improvements Surveys, etc.

EDUCATION

BS/Civil Engineering, Universidad Autonoma De Nuevo Leon, Mexico

REGISTRATION

Registered Professional Land Surveyor State of Texas No. 6146

REPRESENTATIVE PROJECT EXPERIENCE:

- **McAllen International Airport** - Project Manager for the development of Runway 14-32 Taxiway Drainage Improvements. Phase 1-4. Project Manager for the Development of Design Survey.
- **UPS McAllen Expansion Subdivision Plat** - Project Manager for the development of being 15.234 acres being out of Lot 3, Block 5 of the A.J. McColl Subdivision and all of Lots 12-16 of the Northeast Industrial Subdivision Amended. (on going)
- **AEP Design Survey services** - Project Manager for the development of 2.3 miles, locating improvements and visible utilities, existing right of way in different areas in McAllen, Texas. Performed a Topographic Survey in AutoCAD and staking the street apparent existing right of way.



ERIN ATKINSON, PE, CFM, GISP

Geographic Information Systems

Since joining Halff in 2001, Erin has been involved with a variety of projects using GIS technology to assist with the engineering process through spatial analysis. He has experience integrating GIS with floodplain management, stormwater modeling, stormwater utility, mitigation planning, GPS field assessment, asset inventory, environmental analysis, LiDAR analysis, web map development, project management with web-based mapping and custom GIS training.

EDUCATION

MS/Civil Engineering/ Water Resources, Texas Tech University
MS/Environmental Technology/Water Quality, Texas Tech University
BS/Wildlife Management, Texas Tech University

REGISTRATION

Registration Professional Engineer, Texas No. 97353
Certified Floodplain Manager, No. 0481-03
Certified GIS Professional (GISP), No. 48766

REPRESENTATIVE PROJECT EXPERIENCE:

- **GIS Data Hosting and Web Map Development, Panola County Groundwater Conservation District, Panola County, Texas** – Project Manager for the PCGCD groundwater well online management system.
- **Lubbock Stormwater Master Plan, Lubbock, Texas** – Program Manager responsible for overseeing the comprehensive stormwater master plan.
- **Wharton County Drainage Study, Wharton County, Texas** – Developed automation procedures to extract TINs and DEMs from an ESRI terrain dataset.
- **National Weather Service, Rio Grande Inundation Mapping, Texas** – Project Manager for flood severity mapping at four-gauge sites along the Rio Grande; Del Rio, Eagle Pass, Laredo, and Rio Grande City.
- **Texas Water Development Board (TWDB), State CTP Projects, Texas** – GIS Practice Leader who oversaw GIS and automation tasks for all TWDB state CTP projects.

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JOE RAMIREZ

Visual Technologies

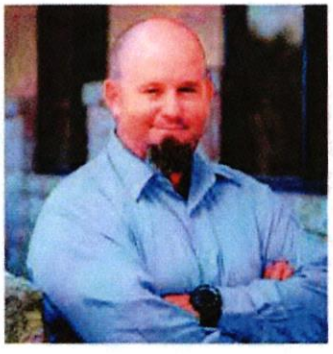
Joe joined Halff in 2001. He worked as a drafter in the transportation department for five years on various road projects before he transferred to the VST department.

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 281, Pharr, Texas** – Modeled and textured proposed road project design and added traffic. Modeled and textured buildings in project limits. Animated camera to show traffic flow.
- **Wilbarger Street, Fort Worth, Texas** – Modeled and textured existing and proposed intersection conditions and added traffic animation. Animated camera to show traffic flow at the intersection.
- **Alameda, El Paso, Texas** – Modeled and textured proposed roundabouts and surrounding buildings. Added vegetation, parked cars and traffic to the scene. Matched lighting conditions to match the aerial.
- **IH35W, Fort Worth, Texas** - Modeled and textured buildings within the right of way limits. Modeled road geometry and added traffic to the project. Created photo match images for the client of pedestrian bridges.
- **IH 35E, Dallas, Texas** - Modeled roadway and surrounding topo. Added traffic to the project and created animated camera for the scene.

EDUCATION

AAS/Multimedia, Westwood College
AAS/CAD, ITT Technical Institute



RYAN LEWIS, PE

Subsurface Utility Engineer (SUE)

Ryan joined Halff in 2002, bringing three years of design experience. He has experience in the layout, planning and design of water, sewer and drainage utilities and preparing engineering reports, detailing applicable design criteria and results, bid tabulations, submittals, contract documents and specifications for these projects.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Simon Property Group, McAllen, Texas** – SUE Project Manager responsible for various SUE services at La Plaza Mall for an expansion project. Provided level B/D SUE services for 70,000 lf of utilities.
- **Texas A&M University Kingsville, Kingsville, Texas** - SUE Project Engineer responsible various SUE services at the campus. Provided level B/D SUE services for 300,000 lf of utilities. Provided level A SUE services for 45 vacuum excavated test holes on various utilities.
- **TxDOT Pharr District** – SUE Project Manager responsible for various SUE services for the following projects:
- **US 77 from Conley Road to 4.25 miles north of Conley Road, Willacy County, Texas** – Provided level B SUE services for approximately 190,000 lf of utilities.
- **Los Indios Border Safety Inspection Facility, Cameron County, Texas** – Provided level A SUE services for 12 vacuum excavated test holes.
- **Pharr-Reynosa Border Safety Inspection Facility, Hidalgo County, Texas** – Provided level A SUE services for 15 vacuum excavated test holes.

EDUCATION

BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 95767

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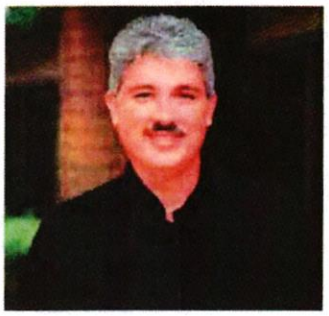


JIM CARRILLO, FAICP, PLA

Planning

Jim is Halff's Director of Planning and has an extensive background in long-range master planning, urban design, park planning and site development. His responsibilities as a planner have included comprehensive city and park master planning, land use master planning, site planning and development, feasibility studies, zoning and subdivision ordinance review, parcelization and subdivision layouts, zoning case studies and coordination and highway visual impact mitigation studies.

EDUCATION

BS/Landscape Architecture, Texas A&M University

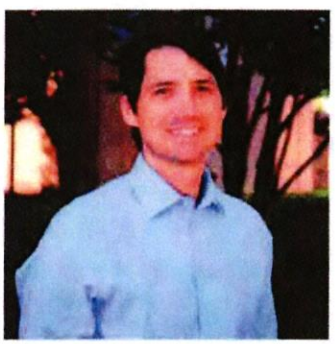
REGISTRATION

Certified Planner, American Institute of Certified Planners - No. 9875

Professional Landscape Architect, Texas No. 1377

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Parks, Recreation and Open Space Master Plan, Alton, Texas** – Principal-in-Charge for the city's first parks and recreation master plan since 1998.
- **Sharyland Plantation, McAllen, Texas** - Project Planner for developing the initial master plan for a 6,000-acre new town south of McAllen and Mission, located in one of the fastest growing metropolitan areas of the US.
- **McAllen Parks Master Plan/Recovery Action Plan, McAllen, Texas** – Project Planner for the preparation of a master parks plan focused on acquisition of land for parks in underserved portions of the community.
- **Heart of the City, McAllen, Texas** – Project Manager and Lead Planner for an innovative master plan for downtown McAllen.
- **Harlingen Comprehensive Plan, Harlingen, Texas** - Lead Planner and Project Manager for update of the city's long-range plan.



JASON DIAMOND

Environmental

Jason joined Halff in 1995. He is a team leader for Halff's Environmental Services group and is responsible for the management of projects requiring environmental reviews in accordance with the National Environmental Policy Act (NEPA).

EDUCATION

BS/Environmental Science, Texas Christian University

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Environmental Project Manager for directing the completion of the EA and public involvement for the proposed construction of a new roadway in McAllen.
- **Anzalduas U.S. Land Port of Entry Project, Categorical Exclusion, Hidalgo County, Texas** - Environmental Project Manager for directing the completion of scoping documents and technical reports required for a CE determination by the TxDOT Pharr District for the construction of additional northbound queue lanes, canopies and inspection booths at the Anzalduas International Bridge in McAllen.
- **Dove Avenue Extension from N. Bentsen Road to N. 41st Street, Environmental Assessment, McAllen, Texas** – Project Manager for directing the completion of the EA for compliance with NEPA requirements and TxDOT guidelines for the proposed extension of a 4-lane arterial street to cross an irrigation canal operated by the HCID No. 1.
- **Trinity Trails East, Categorical Exclusion, Tarrant County, Texas** – Project Manager for the construction of a 2.7-mile hike and bike trail extension from Handley-Ederville Road to the River Trails Park in Fort Worth

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AARON COOPER, PLA, CLARB, LI

Landscape Architecture/Irrigation

Aaron is a landscape architect at Halff that will serve as the Project Manager and primary point-of-contact with the City of Pflugerville. With 11 years of experience in landscape architecture, streetscape planning and design, parks, recreation, and sports facilities planning and design, bicycle facility and trail planning and design, corridor planning, and site-specific master plans and land development design.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Garey Park, Georgetown, TX**. Landscape Architect responsible for the development of construction and bid documents. Halff provided design services for a new 525-acre park located in the Edwards Aquifer Recharge Zone.
- **Lakeside Park, Marble Falls, TX.** Landscape Architect responsible for assisting the Project Manager in development of construction plans for redevelopment of a municipal park. Final plans included site plans and details for an artificial beach that allows the adjacent lake to naturally exchange water, an outdoor shower, a hike and bike trail, supporting retaining, hardscape, and lighting layout, as well as grading plans.
- **Lakeline Park, Cedar Park, TX**. Landscape Architect, Irrigator and Deputy Project Manager for development of construction documents for Lakeline Park Phase 1 in Cedar Park, Texas. Phase 1 includes a multi-purpose pavilion/ performance area, food truck vending area, great lawn, restrooms with maintenance and operations storage, playground, canoe/kayak launch facilities, as well as supporting pavilions, parking, hardscape, retaining and grading.

EDUCATION

BLA, Texas Tech University

REGISTRATION

Professional Landscape Architect - Texas No. 3105
Licensed Landscape Irrigator - Texas No. 24462
CLARB No. 44127



ALAN LA FON, RA, NCARB, LEED AP

Architecture

Alan brings more than 30 years of project management experience to Halff. He is responsible for managing design teams through all phases of new project development from design concept through building construction close out.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shannondale Continuum of Care Campus Master Plan, Maryville, Tennessee** - Architect for providing development strategies for numerous single-family homes, a community center, water features and care facilities into a cohesive village-like plan.
- **California State University, Fresno, California** - Architect for future facility requirements, infrastructure planning and review of proposed design of newly constructed facilities.
- **Chickasaw National Cultural Center, Sulphur, Oklahoma** – Project Manager for the 80,000 sf $30,000,000 museum and cultural center.
- **City Hall, Fresno, California** – Project Manager for the design and detailing of various building components for interior construction and space planning for over 2,000 staff members.
- **Madera Intermodal Transportation Facility, Madera, California** – Architect for the development of a master plan and individual building remodels for a transportation center linking train, bus and dial-a-ride services for Madera.

EDUCATION

MA/Architecture, Texas A&M University
BA/Architecture, California Polytechnic State University, San Luis Obispo

REGISTRATION

Registered Professional Architect, Texas No. 22920
National Council of Architectural Registration Boards - Certificate No. 43975
LEED AP Fellow

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ANDREW SALINAS, PE, SIT

Project Manager

Andrew joined Halff in May 2021 as a Civil Engineer and Project Manager in Halff's McAllen office. He possesses a diverse background in land development for municipal and county projects; this includes the review and implementation of roadways, drainage, water and wastewater infrastructure.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shops at 29th, Commercial Park, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **The Village at Renaissance Townhouses & Apartment Complex - McAllen, Texas*** - Project Engineer for this Multi-family development in McAllen, Texas. Responsibilities included plan analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **Sharyland Business Park, Warehouse Additions, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements for a multitude of warehouse sites throughout the Sharyland Business Park development.

EDUCATION

MS/Geospatial Survey Engineering, Texas A&M University, Corpus Christi
BS/Civil Engineering, University of Texas, San Antonio

REGISTRATION

Licensed Professional Engineer, Texas – No. 128943
Surveyor In Training, Texas – No. 110151
Licensed Real Estate Agent, Texas – No. 616101



KRISTINA LEAL, PE, CFM

Water/Wastewater Design

Kristina joined Halff in 2006, bringing five years of municipal experience in civil engineering and two years of experience in geotechnical engineering. She has experience in civil engineering, planning, design and project management for public agencies and experience in construction management for both public and private clients. Her work as a Project Manager and Engineer for the cities of McAllen and Harlingen have made her familiar with the local county, state and federal agencies and local contractors and construction practices.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Sprague Road Interceptor Sewer, Hidalgo County, Texas** - Project Engineer for the civil design of a 7.5-mile-deep gravity wastewater line that will serve 18,000 acres.
- **McAllen Reuse Line, McAllen, Texas** - Project Engineer for the civil design of 29,000 lf of wastewater reuse line to be for irrigation of existing parks.
- **South 33rd Street and Formosa Avenue Paving & Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for the two main roads located within the Foreign Trade Zone.
- **North 29th Street Paving and Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for 29th Street from 5 Mile to 6 Mile Line Roads.

EDUCATION

MS/Civil Engineering, University of California at Berkeley
BS/Civil Engineering, Massachusetts Institute of Technology

REGISTRATION

Professional Engineer, Texas No. 94759
Certified Floodplain Manager, No. 0943-06N

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JOSH LOGAN, PE, CFM

Hydraulics & Hydrology

Josh joined Halff in January of 2002. He has worked on a wide variety of projects including large-scale hydrologic and hydraulic studies, land development, utility rehabilitation and relocation, erosion control design and a selection of transportation projects, though his primary focus has been in flood mitigation analysis and drainage infrastructure design. Josh has managed various projects through all stages of analysis and design. He has been intimately involved with the planning, detailed design and PS&E preparation and successful construction management phases of several projects.

EDUCATION

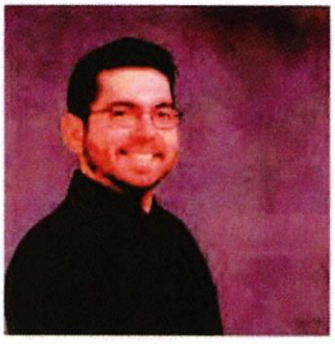
BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 100005
Certified Floodplain Manager, Texas No. 3758-19N

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



RUSSELL LIMAS, PE

Storm System Design

Russell joined Halff as a Graduate Engineer in June 2018, with experience in a variety of water resources, public utilities, and land development working as an intern for Halff during the summers of 2016 and 2017. He is specialized in Water Resources, Public Utilities, Transportation, and Land Development.

EDUCATION

ME/Civil Engineering, Texas A&M University
BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas - No. 58946

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** - Graduate Engineer assisted in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Sprague Road Interceptor Sewer Project, Hidalgo County, Texas** - Graduate Engineer assisted in estimating wastewater demands, sewer alignment, and compiling construction documents and specification manuals. The project consists of designing the Sprague Road Interceptor, a deep, wastewater line to serve the subdivisions and Colonias within the project area. The interceptor is approximately 7.5 miles that will serve approximately 18,000 acres.
- **2018 HCDD1 Drainage Bond Project #24, Hidalgo County, Texas** - Graduate Engineer assisted in designing storm drainage systems as well as in developing maps, calculating drainage areas, measuring channels, culverts, ditches, etc. Using ArcGIS and MicroStation.

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ROXXIE DE LA CRUZ, PE

Erosion & Sediment Control Design

Roxxie joined Halff in 2015, after graduating University of Texas-Pan American. Since joining the McAllen Team, Roxxie has engaged in the development of engineering Storm Water Pollution Prevention Plans (SWPPP), cost estimates, drainage reports, subdivision plats, and the development of construction/design plans and specifications for civil projects involving: sanitary sewer and water, drainage, erosion control, paving and dimension, and utility relocations. Ms. Mann has assisted in construction administration tasks when required by the Client, as well as attended construction meetings and site visits.

EDUCATION

BS/Civil Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 137892

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



CHRIS CARON, PE

Roadway Design

Christopher Caron joined Halff in 2019. He worked for over 30 years with TxDOT in the Corpus Christi area, serving in various positions of increasing responsibility throughout the agency. He retired in 2018 in the position of Corpus Christi District Engineer. Chris is a native of South Texan from George West, Texas and has held various posts throughout his career in the community.

EDUCATION

BS, Civil Engineering, Texas A&M University

Bachelor of the Arts, Mathematics, Southwestern University

REGISTRATION

Professional Engineer - Texas No. 80168, Exp: 12-31-2021

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of McAllen, Bicentennial Blvd. Extension, McAllen, Texas** - The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas. Services included civil and structural engineering, as well as surveying and landscape architecture for Bicentennial Extension Project.
- **IH 69/US 77, Texas** - As the Corpus Christi District Area Engineer for Jim Wells, Live Oak and Kleberg Counties, Chris oversaw the development and planning of the expansion of the IH 69/US 77 Freeway System through Kingsville, George West and Alice
- **IH 69 (US 77 and US 281), Texas** - As District Engineer for the Texas Department of Transportation (TxDOT), Chris was responsible for the oversight of the design and two new interstate highways to provide connectivity between the Coastal Bend and Rio Grande Valley of Texas.

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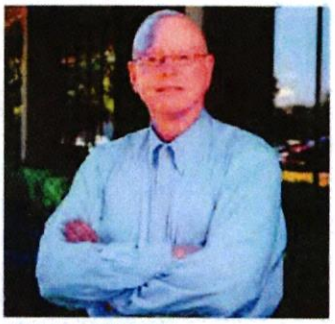

GREG JACOBS, PE

Highway Design

Greg joined Halff in 1989, bringing nine years of previous engineering and construction experience. He has designed and supervised the civil design of highways, toll roads and other transportation-related projects.

EDUCATION

MBA, Southern Methodist University
BS/Civil Engineering, Lamar University
BS/Building Construction, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 67152

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 83 Reconstruction, TxDOT Pharr District, McAllen, Texas** - Project Manager for the design of 6 miles of highway reconstruction expanding and upgrading existing facility to 6 lanes plus auxiliary lanes.
- **FM 2061, TxDOT Pharr District, Hidalgo County, Texas** - Project Manager for the design of 4 miles of highway reconstruction, expanding and upgrading existing facility to 5 lanes including crossing two major 0.4-mile wide floodways.
- **US 77 & 83 Reconstruction, TxDOT Pharr District, Brownsville, Texas** – Project Manager for advanced preliminary engineering for 6 miles of freeway reconstruction.
- **IH 10 Widening from 0.5 Mile East of Martin Luther King Jr. Drive to the Sabine River, TxDOT Beaumont District, Orange, Texas** – Project Manager for the development of schematic and PS&E for the reconstruction and widening of 4 miles of controlled access urban interstate highway including the widening or replacement of bridges at two waterway crossings. Project minimized impacts to 1¼ mile of wetlands within the Sabine River floodplain

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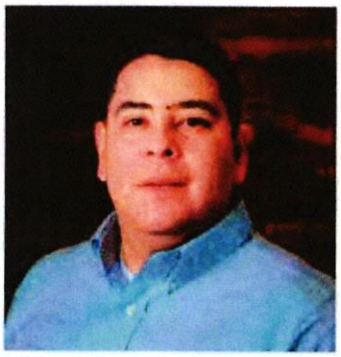

ALEX REYNA, PE,

Traffic Engineering

Alex has 17 years of experience in a wide variety of traffic engineering work, such as traffic impact analysis, traffic signal warrant studies and design, traffic signal timing, quality estimating, and microscopic traffic simulation modeling. Alex has spent his entire professional career performing traffic operational analyses for clients throughout Central Texas. From microsimulation of traffic signals within Cedar Park to managing the entire traffic operations during Circuit of the Americas large events, Alex will be a valuable resource to the GLO.

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATION

Professional Engineer - Texas No. 101243

REPRESENTATIVE PROJECT EXPERIENCE:

- **ARDOT Sherwood Hwy 176Y - Little Rock, Arkansas** - This study will recommend needed improvements for Highway 176Y between Highway 176 and Highway 67, inclusive of cross-street and frontage roads.
- **Riverside Drive Hike and Bike Trail Phase 1, San Marcos, TX** - Due to an increase in pedestrian traffic traveling from River Road on the east side of Interstate Highway 35 (IH 35) to Riverside Drive on the west side of IH 35, the City has proposed the creation of a hike and bike trail to create a safe route for pedestrians to access public facilities from the east side of IH 35
- **Harvey Mitchell Road Hike and Bike Trail, College Station, TX.*** Responsible for the design of a hike and bike facility from Welsh Avenue to Texas Avenue along Harvey Mitchell Parkway. The trail will be approximately 1.2 miles in length and ten feet wide in most areas.

*Project Prior to joining Halff**

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MATT CRAIG, PE

Transportation Planning

Matt leads Halff's Transportation Planning practice. Since joining Halff in 1983, Matt has engineering experience in transportation, environmental, municipal and private sector projects

EDUCATION

MS/Civil Engineering, University of Texas at Arlington
BS/Civil Engineering, University of Cincinnati

REGISTRATION

Professional Engineer, Texas No. 69910

REPRESENTATIVE PROJECT EXPERIENCE:

- **Padre Boulevard (PR100) Traffic Engineering Study, South Padre Island, Texas** – Project Manager for the traffic engineering study to improve operations to Padre Boulevard for 14 blocks of this urban arterial in the heart of the Island's commercial district.
- **TxDOT Dallas District Advance Planning/Environmental Indefinite Delivery Contracts** - Project Manager for multiple 2-year IDC that included environment assessments, schematic design and PS&E.
- **Capital Improvements Plan (CIP) and Impact Fee Study, Fairview, Texas** – Project Engineer for the transportation component of a CIP and impact fee analysis.
- **SH 360 Corridor Improvement Study, Environmental Assessment & Schematic Design, Arlington, Texas** – Assistant Project Manager for the corridor improvement study, EA and Schematic Design for SH 360 from IH 20 to IH 30, a 6-mile urban freeway corridor.
- **Trinity Parkway Major Investment Study (MIS), Dallas, Texas** – Assistant Project Manager for planning alternatives analysis and diagrammatic roadway design for Trinity Parkway.



KYLE HUNTER, PE

Mechanical & Plumbing Design

Kyle is a highly motivated, energetic, and pro-active thought-leader in the buildings industry with 15-years of experience. His six years of project management experience covers all facets of program management - staff management, program development, strategic planning, contract development and review, budget development and management, claims prevention, design oversight, development of procurement strategies, construction management, schedule development, and management and owner occupancy planning. Kyle is an innovative engineer whose experience includes the recovery of failing programs, phased construction and the proper structuring of construction safely around occupied facilities.

EDUCATION

BS, Mechanical Engineering, Oregon Institute of Technology

REGISTRATION

Professional Engineer, Texas – No. 121984

REPRESENTATIVE PROJECT EXPERIENCE:

- **Brownsville ISD 10 Campus Mini-Gym Improvements, Brownsville, Texas** - Project Manager for the Mechanical and Electrical improvements to the existing mini-gyms at 10 different campuses. Improvement include addition of his and hers bathrooms and a Mechanical room that doubles as a utility room.
- **Saint Francis Health System: Warren Clinic Family Medicine, Medical Office Buildings, Tulsa & Broken Arrow, Oklahoma** - Project Manager for Ground-up design for two medical office buildings (MOB) in Tulsa & Broken Arrow.
- **McAllen ISD, Rowe High School, HVAC Improvements, McAllen, Texas** - Project Manager for this project at Nikki Rowe High School. This 328,938 square-foot facility required HVAC improvements that included replacement of fan coil units, air handling units, exhaust fans, hydronic piping and system improvements, and the addition of digital controls system.

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GABRIEL BENAVIDES, JR., PE

Electrical Design

Since starting his education and professional career at Halff in June 2007, Gabriel has been involved in the electrical engineering design, construction management, and project management for municipality, government, educational and commercial facilities. He has acquired extensive experience in the area of water and wastewater facilities as well as educational facilities.

EDUCATION

BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 119255

REPRESENTATIVE PROJECT EXPERIENCE:

- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - Electrical Design Engineer responsible for two waste-water lift stations that will service 1300 acres.
- **Precinct 4 Administration and Maintenance Building, Edinburg, Texas** - Electrical Engineer for the design of high efficiency lighting for two buildings.
- **Electrical System and Standby Generator Additions Study for County Courthouse, Edinburg, Texas** - Electrical Engineer for the analysis and recommendations for a new standby generator at the existing HIdalgo County Courthouse.
- **McAllen Miller International Airport, McAllen, Texas** - Electrical Engineer for the design of a switchboard load analysis to determine whether the existing service was adequate for new expansion installation.
- **Laguna Madre Treatment Plant No. 2 Emergency Generator Addition, Port Isabel, Texas** - Electrical Engineer for the design for the new emergency system addition to Laguna Madre 6 mgd Water Treatment Plant No. 2.



JOSE DELGADO, PE, RCDD, LEED AP

Information Communication Technology

Jose joined Halff in June 2010. Prior to joining Halff, he spent a number of years in Dallas and Austin, Texas, where he was actively involved in technically challenging and sustainable demanding MEP and Information Communication Technology (ICT) projects. His experience includes a plethora of projects located across Texas and as far away as New York State. Jose's experience includes institutional, educational, industrial, commercial, and government type projects. He has been involved in the MEP and ICT design and construction management.

EDUCATION

BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 101998
Registered Communications Distribution Designer, No. 201201R
LEED Accredited Professional No. 10450958

REPRESENTATIVE PROJECT EXPERIENCE:

- **Texas Anti-Gang Facility, McAllen, Texas** - ICT design for the renovation of an existing 24,000 sf former public safety building to be converted to the TTIC Texas Anti-Gang Facility.
- **Hidalgo County Drainage District #1, Edinburg, Texas** - ICT Designer for a new administration building.
- **Brownsville Public Utilities Board Service Center Facility, Brownsville, Texas** - ICT Designer for a new service center facility that consists of an administration office building, warehouse building, loading docks, car wash building, fueling stations and vehicle maintenance building.
- **Texas State Technical College (TSTC), New Central Chiller Plant, Harlingen, Texas** - ICT Designer for the addition of chillers, cooling towers and pump additions for campus HVAC additions.

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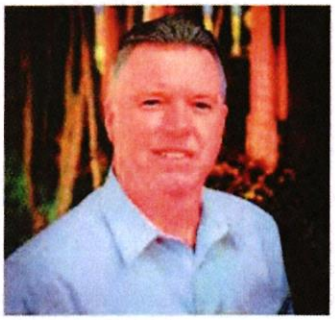

PAUL RIELLY, PE, SE, SECB

STRUCTURAL DESIGN

Paul is a senior structural engineer who joined Halff in 1982, and currently has more than 40 years of design experience. His experience includes commercial, industrial, institutional buildings, bridges, and civil projects. He has provided structural design services for more than 600 projects located throughout the United States, Saudi Arabia, Korea, and Mexico. These projects have involved a wide variety of construction materials including structural steel, reinforced concrete, post-tensioned concrete, precast/prestressed concrete, reinforced masonry, soil, timber, and fabric structures. Construction costs of projects for which Paul has served as the project structural engineer range from $100,000 to $80,000,000.

EDUCATION

BS/Architectural Engineering, University of Texas at Austin
Bachelor/Architecture, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 61307
Structural Engineering Certification Board, Certification No. 2568-0708

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Structural Engineer for the design and construction administration for improvements to an existing 150-acre county coastal park facility.
- **Cuates Pump Station, Laguna Madre Water District, Cameron County, Texas** - Structural Engineer for the design of a 1,200 sf single-story pump station located in a hurricane wind zone.
- **Brownsville Border Patrol, Brownsville, Texas** - Structural Engineer for the design of two building structures for the Immigration and Naturalization Service.
- **Rio Grande Valley Border Patrol Sector Headquarters, Edinburg, Texas** - Structural Engineer for the design of three buildings that are a part of the main campus for the Immigration and Naturalization Service.
- **US 83 Overpasses, Pharr, Texas** - Structural Engineer for the design of six overpasses along US 83 adjacent to the US 281 Interchange. Each overpass was 140-feet wide by 270-feet long.



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REFERENCES

Roel Rodriguez | City of McAllen
Title: City Manager
Phone: (956) 681-1001
Projects: Sprague Road Interceptor Sewer
Description: Halff provided Surveying, Civil Engineering and Electrical Engineering for this deep, gravity wastewater line in McAllen, Texas. It is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Paul Curtin | Hunt Valley Development
Title: Former Vice-President
Phone: (956) 739-3910
Project: Sharyland Plantation
Description: Halff provided the preparation of boundary surveys, topographic surveys, construction staking, easement preparations, and plats. Projects ranged in size from 0.5 acres to 40-acre tracts.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Jeff Underwood | City of Alton
Title: City Manager
Phone: (956) 432-0766
Project: City of Alton Master Drainage Plan
Description: Halff provided complex hydrologic and hydraulic (H&H) analysis, Drainage Improvements, Floodplain Mapping, InfoWorks ICM, 2D Modeling, GIS inventory and database development, Alternatives Analysis, Cost Estimating, CIP Prioritization, Agency Coordination (TxDOT, Hidalgo Drainage District #2, etc.), Web Tool Development for a Citywide Master Drainage Plan in the City of Alton, Texas.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager
Lorena Corpus, ROW Specialist

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INSURANCE

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2021

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: Carly Underwood
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES CERTIFICATE NUMBER: 21-22 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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2021	08/01/2022	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 $500,000 $25,000 $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			CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7015026436	07/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2021	08/01/2022	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	Professional Liab incl. Pollution			03113813	07/12/2021	08/01/2022	Per Claim $1,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER
Sample Certificate

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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Supplemental Information for Response to City of Edinburg (City), Request for Qualifications, Submittal Requirements, Question 5

22 July 2022

Question:

A list of any insurance claims against the firm within the past 5 years.

Response:

Halff Associates employs more than 1,240 people in 29 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,380 active projects at any given time. Accordingly, on rare occasions Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances Halff can only release this confidential information under specific request and with the dual understandings (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. **Halff has never been adverse to the City of Edinburg (City) in any litigation or insurance claims.** Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Mr. Dan Tanksley can be reached at dtanksley@halff.com or 214-346-6290.

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ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

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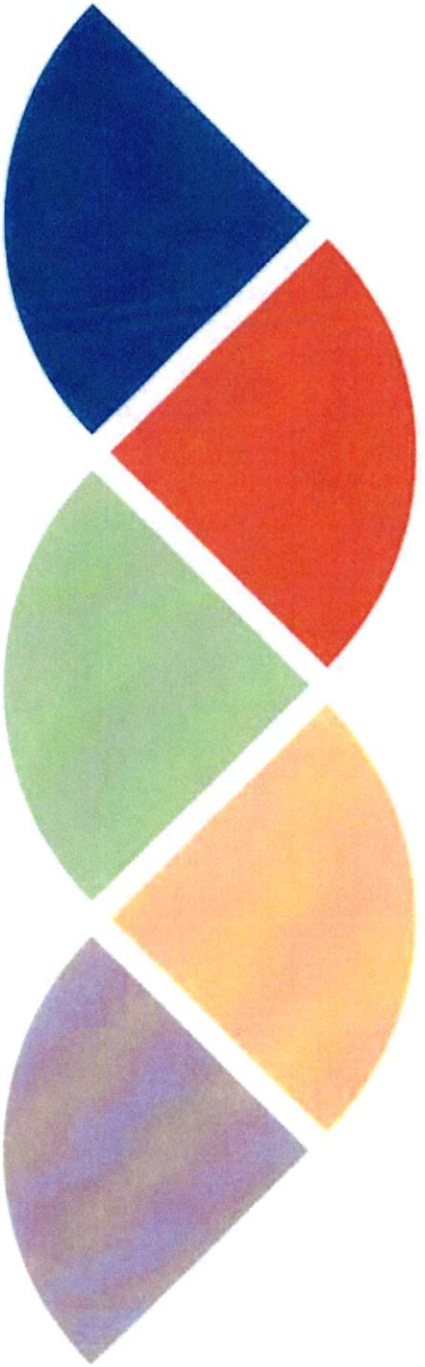
8. PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Halff has read the professional services agreement, will meet the prerequisite insurance requirements, and, if selected, agrees to enter in to such agreement.

PEOPLE

We wholeheartedly believe that it is people who drive our firm. Equally important are the relationships we have with our valued clients who entrust Halff to bring forth optimal solutions to the challenges they face.



AUTONOMY

You will never hear Halff described as "bureaucratic." Our leadership is involved and accessible, and our structure provides every opportunity for our professionals to be innovative and to grow and think outside the box.

TEAMWORK

Across all of our offices, Halff is a place where people collaborate rather than compete. It's a place where there are no dumb ideas and every idea has the possibility of greatness.

INTEGRITY

There is no cutting corners here. Our clients deserve honesty and transparency, and we believe success only matters when it is achieved by always doing the right thing.

QUALITY

Quality is our cornerstone. Where other firms boast it, we actually provide it. And we are proud to be known for it.

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HALFF

7. CONTACT INFORMATION

CONTACT INFORMATION

RAUL GARCIA, PE, CFM
Title: Project Manager
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 458-2343
Phone (Office): (956) 445-5235
Email: rgarcia@halff.com

ROBERT SAENZ, PE, CFM, PMP
Title: QA/QC Manager, Vice President
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 522-0395
Phone (Office): (956) 445-5220
Email: rsaenz@halff.com

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HALFF

FORMS

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.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 8/2/2022

Company/Vendor Name: Halff Associates, Inc.

Printed Name and Title: Raul Garcia, PE, CFM; Project Manager

Authorized Signatory:

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HOUSE BILL 89 VERIFICATION

I, Raul Garcia, the undersigned representative of Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

SENATE BILL 13 VERIFICATION

I, Raul Garcia, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc (2022)

SENATE BILL 19 VERIFICATION

I, Raul Garcia, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

The City has clarified that the following form may be left blank and "N/A" should be placed across it.

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

N/A, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of N/A, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign N/A

Title N/A

Subscribed and sworn to me this N/A day of N/A 20N/A.

By: N/A

Notary Public

My commission expires N/A

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

Halff Associates, Inc.

5000 West Military Highway
Suite 100
McAllen, Texas 78503

(956) 664-0286

www.halff.com



EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2022

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No): E-MAIL ADDRESS: rebecca.egan@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER: 22-23** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2022	08/01/2023	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 $500,000 $25,000 $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			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	08/01/2022	08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim $1,000,000 Aggregate $1,000,000	

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

AVO 42063 RFQ 2020-005 Land Surveying Services - On CallCity of Edinburg and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78540-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert L. Saenz, and my date of birth is 05/02/1964.

My address is 5000 West Military Highway, #100 (street), McAllen (city), TX (state), 78503 (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 31st day of Aug. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

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

Halff Associates, Inc.
McAllen, TX United States

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

City of Edinburg

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

C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zapalac, Russell	Austin, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Llewellyn Sr., Mark	Tallahassee, FL United States	X	
Killen, Russell	Richardson, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Edwards , Mark	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Baker, Jessica	Richardson, TX United States	X	

EXHIBIT "C"

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2022

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No): E-MAIL ADDRESS: rebecca.egan@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER: 22-23** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2022	08/01/2023	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 $500,000 $25,000 $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			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2022	08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim $1,000,000 Aggregate $1,000,000	

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

AVO 42063 RFQ 2020-005 Land Surveying Services - On CallCity of Edinburg and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78540-0000

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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C-07-23

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-945513

Date Filed:
10/18/2022

Date Acknowledged:

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

Halff Associates, Inc.
McAllen, TX United States

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

City of Edinburg

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

C-07-23
Task Order one (1) Professional Engineering Services for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Edwards, Mark	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Llewellyn Sr., Mark	Tallahassee, FL United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-945513

Date Filed:
10/18/2022

Date Acknowledged:

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

Halff Associates, Inc.
McAllen, TX United States

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

City of Edinburg

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

C-07-23
Task Order one (1) Professional Engineering Services for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Raul Garcia, Jr., and my date of birth is 09/20/1975.

My address is 5000 West Military Highway, #100 (street), McAllen (city), TX (state), 78503 (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 18th day of Oct. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “D”

THE CITY OF Edinburg

CONTRACT NO.

C-86-26

City Council Approved:

October 21, 2025

To:

Myra L. Ayala, City Manager/Marissa
Clarice Balderas, City Secretary
Lorena Fuentes, Finance Manager
Mardoqueo Hinojosa, P.E., City Engineer/Veronica
Joe Rios, Central Files

From: Leeanna Charles.
Leeanna Rosel-Charles,
Administrative Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-1863
Email: lcharles@cityofedinburg.com

Amendment No. One (1) to Job Task Order No. One (1) to the agreement between the City of Edinburg and Halff Associates, Inc. for Professional Engineering Services for Sugar Road Schematic Alignment, Surveying, and Right-of-Way Acquisition Pursuant to RFQ No. 2022-005. Amount not to exceed $91,500.00.

COMMENTS:
10-29-25 Josie, please review. Thank you.
10-29-25 Marissa, please have City Manager sign and return to me. Thank you.
10-29-25 Clarice, please attest and return for further processing. Thank you.
10-29-25 Veronica, a digital copy for your records.
10-29-25 Joe, an original copy for Central Files.

Done 10/29/25

THE CITY OF Edinburg Engineering

MEMORANDUM

DATE: 10/28/25

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa, P.E., City Engineer AC for MH

SUBJECT: Amendment No. 1 to Job Task Order No. 1 – Halff Associates – Sugar Road Schematic Alignment, Surveying, and ROW Acquisition

Amendment No. 1 to Job Task Order No. 1 between the City of Edinburg and Halff Associates for Sugar Road Schematic Alignment, Surveying, and ROW Acquisition.

Amount: $91,500.00

Attachments requiring signatures:

(1) – Amendment No.1

_X Approved by City Council on _Oct. 21, 2025

City Council approved final form of the agreement on_____.

__Approval by City Council not required

X_Meets purchasing requirements

__This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Josephine Ramirez Solis, City Attorney

Approved by: _____
Myra L. Ayala, City Manager

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER ONE (1) TO THE JOB TASK ORDER NUMBER ONE (1) BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR SUGAR ROAD SCHEMATIC ALIGNMENT, SURVEYING AND ROW ACQUISITION PURSUANT TO RFQ NO. 2022-005**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Amendment Number One (1) to Job Task Order No. 1 (One), to the Agreement between the City of Edinburg and Halff Associates, Inc. is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Halff Associates, Inc. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Professional Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Professional Engineering Services, and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, on October 4, 2022, the City and Consultant entered into Job Task Order Number One (1) for Professional Engineering Services for Sugar Road Schematic, Surveying and ROW Acquisition Services.

WHEREAS, City and Consultant desire to further amend said Amendment Number One (1) to the Agreement by providing additional Professional Engineering Services for the Sugar Road Schematic Alignment, Surveying, and ROW Acquisition.

NOW, THEREFORE, this Amendment Number One (1) to the Agreement, is hereby amended by providing additional for Professional Engineering Services for the Sugar Road Schematic Alignment, Surveying, and ROW Acquisition at an amount not to exceed the proposed $91,500.00, as set out in Exhibit "A" attached hereto.

If any of the terms of this Amendment Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

Progress payments will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payments are issued to selected contractor.

This Amendment Number One (1) to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this 29th day of October, 2025.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
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

HALFF ASSOC., INC.

BY:_____

Raul Garcia Jr., PE, CFM
Vice President
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: 956-445-5220
Email: rgarcia@halff.com

Attachments: **Exhibit "A" Proposal of Amendment No. 1**
Exhibit "B" Agreement
Exhibit "C" Job Task Order No. 1
Exhibit "D" Certificate of Insurance

EXHIBIT "A"

halff

Additional Services Confirmation No. 1

To:	City of Edinburg Attn: Mardoqueo Hinojosa P.E., CFM	**Date:**	9/30/2025
From:	Halff Associates Attn: Raul Garcia, PE	**AVO:**	53348.001
Email:	RGarcia@halff.com	**Project:**	Sugar Road Schematic Alignment, Surveying and ROW Acquisition Task Order No. 01
VIA:	Email		

Mr. Hinojosa, based on the email correspondence on September 29, 2025, with Alicia Carmona, PE, CFM, Halff is please to submit this Additional Services Confirmation No.1 for the Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services project authorized on October 4, 2022 to continue providing Boundary Surveys and ROW Acquisition services for the additional parcels required for the Sugar Road project in Edinburg, Hidalgo County, Texas. The proposed scope of work associated with the Additional Services Confirmation includes the following: nine (9) parcel boundary surveys at $1,500 each, appraisal reviews for nine (9) parcels at $1,200 each, and ROW Acquisition services for eight (8) parcels at $8,400 each.

The total fee for additional services is $91,500.00.

We request your signature below to confirm the scope and fee; however, as requested verbally, we are proceeding with the work as described above. If the scope and/or fee is not acceptable, please notify us immediately.

By: _____

(Print name)

Title: _____

Signature: _____

Date: _____

☐ Attachments

SIGNED:

COPIES:

☒ File ☐ Owner ☐ Contractor ☐ Other:

EXHIBIT "B"

THE CITY OF Edinburg

CONTRACT NO.

C-07-23

City Council Approved:

October 4, 2022

To:

Myra L. Ayala, City Manager/Marissa Mardoqueo Hinojosa, City Engineer/Rocio Criselda Lozano, Finance Dept.
Clarice Balderas, City Secretary
Rick Rodriguez, Central Files

From: 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

Job Task Order No. 1 with Halff Associates, Inc for Engineering Services and Right-of-Way Acquisition Services for the Sugar Road Right-of-Way in the Amount Not to Exceed $835,984.48.

COMMENTS:
10-18-22 Omar, please approve.
10-18-22 Marissa, please have City Manager sign and return originals to me.
10-18-22 Clarice, please attest and return all originals to me for further processing.
10-18-22 Criselda, please see attached Form 1295 for processing.
10-18-22 Rocio, an original for your files.
10-18-22 Rick, an original for Central Files.

C-07-23

THE CITY OF Edinburg

MEMORANDUM

RUSH REQUESTED

CITY OF EDINBURG RECEIVED OCT 18 2022 CITY ATTORNEY'S OFFICE

DATE: 10/18/2022

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa P.E., City Engineer- Engineering Department

SUBJECT: Job Task Order Number One (1) to the Agreement between the City of Edinburg and Halff Associates, Inc for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services

Attached you will find Job Task Order Number One (1) to the Agreement between the City of Edinburg and Halff Associates, Inc for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services.

Attachments requiring signatures:

2-Job Task Order

_X_ Approved by City Council on 10/4/22

City Council approved final form of the agreement on 10/4/22

___ Approval by City Council not required

_X_ Meets purchasing requirements

_X_ This item is Budgeted

_X_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Omar Ochoa, City Attorney

Approved by: _____
Myra L. Ayala, City Manager

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES FOR SUGAR ROAD SCHEMATIC ALIGNMENT, SURVEYING AND ROW ACQUISITION SERVICES**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and **Halff Associates, Inc** dated October 1, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Halff Associates, Inc (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Professional Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Engineering, Project Management Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide for Professional Engineering Services for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Professional Engineering Services Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services, at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

Progress payments will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payments are issued to selected contractor.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this October 4, 2022.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

HALFF ASSOCIATES, INC

_____

BY:
Robert Saenz, PE, CFM, PMP,DBIA
Vice President
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220
Email: rsaenz@halff.com

Attachments: **Exhibit "A" Proposal of Job Task Order 1**
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT "A"

HALFF

September 22, 2022
P42063.006

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78541

Attn: Mr. Mardoqueo Hinojosa

Re: Proposal for Professional Engineering, Surveying and ROW Acquisition Services for Sugar Road Schematic Alignment

Dear Mr. Hinojosa,

We are pleased to submit this proposal to provide professional civil engineering, and surveying and ROW acquisition services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our expertise to assure a successful project.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted as hourly fees, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum/hourly fees.

The proposed fees established are based on the information provided by the Owner. The proposed fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. **Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), and Exhibit 'A' (5 pages).** We will commence services upon receipt of a fully executed agreement.

Respectfully,

Raul Garcia, Jr., PE, CFM
Senior Project Manager

Approved by:

Signature: _____

Printed Name: _____

Date: _____

HALFF ASSOCIATES, INC.

5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

PROJECT BACKGROUND

Sugar Road Schematic Alignment consists of the layout of a new roadway from Chapin Rd. to Monte Cristo Road. The Engineer's scope of services includes Schematic Design, Boundary Surveys and ROW Acquisition. All phases of the Engineers scope of services are described in detail below:

SCOPE OF SERVICES

Phase I – Schematic Design

Schematic Phase – Scope of Services includes the following tasks:

I-1 Provide Surveying Services for Design; includes field ties to all surface improvements located inside right-of-way, establishing horizontal and vertical control for design and construction phases, and supplemental topography inside the right-of-way required for design utilizing the City of Edinburg's datum and coordinate system. Survey of subsurface utilities, other than wastewater and storm sewer, is not included in this scope. Existing underground utilities information, other than wastewater and storm sewer, will be secured via utility locating services and record drawings.

I-2 Data collection and review of existing R.O.W. maps, survey information, and conceptual design documents. This task will begin with a kick-off meeting with City staff.

I-3 Perform detailed site reconnaissance; Engineer will walk the project in the field and document visits with photos to verify and supplement research.

I-4 Coordinate with jurisdictional entities such as TxDOT, Hidalgo County, Hidalgo County Irrigation District , Hidalgo County Drainage District No. 1 (HCDD1) and coordinate with utilities such as City of Edinburg and franchise utilities. Engineer will meet with TxDOT, as necessary. Engineer will meet with HCDD1 and coordinate proposed outfalls to drainage district facilities. Engineer will meet with all utility companies to obtain information on existing utilities, determine if relocations are required, and coordinate relocations with the City of Edinburg's Utility Coordinator.

I-5 Prepare Schematic Design documents, including cover sheet, preliminary right-of-way map, preliminary roadway alignment, and major construction elements.

I-6 Earthwork Cross Sections; includes sections showing the existing grade line and proposed roadway at each 1+00 roadway station. Engineer will develop estimated cut and fill quantities during design.

I-7 Prepare Preliminary Cost Estimate at 30% Design; Engineer will calculate quantities and prepare a statement of preliminary probable construction cost for various bid items.

I-8 QC/QA Overall 30% Submittal; Engineer will internally review 30% progress documents prior to submitting to the City.

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

I-9 Prepare 30% Submittal; Engineer will provide hard copies (3 sets) and electronic (PDF format) copies of 30% progress documents to the City for review.

I-10 Hold one Public Meeting with project area residents.

DELIVERABLES - Engineer will provide hard copies (3 sets) and electronic (PDF format) copies of schematic design and profile for the roadway and drainage to the City for review. Engineer will also provide a preliminary cost estimate to the City for review.

Phase II – Boundary Survey

II-1 Boundary Surveys: Halff will provide boundary surveys required for ROW acquisition purposes. This includes a maximum of (55) boundary surveys. Any supplemental boundary surveys can be provided for an additional sum of $1,500 per survey.

Phase III – ROW Acquisition

III-1 **Fee for Parcels: $200.00/Hr**

Total 6 Hrs (timeline 3-5 days after appraisal has been received)

Appraisal Review Services will be provided by HLH Appraisal Review Services. Harvey Heerssen will review appraisal report for the parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with City of Edinburg policies and procedures and the Uniform Standards of Professional Appraisal Practices and prepare and submit to the City of Edinburg the Form "Tabulation of Values," for the appraisal.

III-2 **Acquisition Services. This will include**

Fee: $8,400.00/Parcel (Payment made on per parcel basis)

25% payment milestone paid upon presentation of initial offer.

45% payment milestone paid upon presentation of acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant or issuance of final offer letter.

30% payment milestone paid upon attending closing by deed and the delivery of the completed negotiation file with signed recorded deed and the title policy to City of Edinburg. In the event of closing by mail, title work must be reviewed prior to closing by mail and again prior to the recording of the instrument.

EXHIBIT A

Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

a. Analyze preliminary title commitment report to determine potential title problems, propose and inform City of Edinburg of methods to cure title decencies. This includes analysis of access easements.

b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor fees) these costs will be invoiced to the City of Edinburg.

c. Analyze appraisal and appraisal review reports and confirm the City of Edinburg's approved value prior to making offer for the parcel.

d. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

e. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City of Edinburg on applicable City of Edinburg forms.

f. The written offer, appraisal report, and required brochures must be sent to the property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

g. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.

h. Respond to property owner's inquiries verbally and in writing within three business days.

i. Prepare a separate negotiator contact report for the parcel.

j. Maintain parcel file of original documentation related to the purchase of the real property or property interests.

k. Advise property owner on the Administrative Settlement process. Transmit to City of Edinburg any written counteroffer from property owner including supporting documentation, and provider recommendation, with regard to Administrative Settlements in accordance with City of Edinburg policy and procedures.

l. Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

ASSUMPTIONS

Fees do NOT include:

a. Title insurance premiums
b. Title Escrow, Search and Commitment Cost ($50.00-$500.00 per parcel)
c. Title Curative Processing Fees
d. Title Curative Incidental Penalties
e. Real Property Recording Fees
f. Purchase prices
g. Residential move costs or replacement housing supplements. (estimate between $40,000 to $75,000 per displaced family unit)
h. Business relocation move costs, search fees or re-establishment costs. (Business relocations can be as low as $40,000 generally up to $250,000)
i. Relocation incidentals such as, but not limited to mortgage interest differential expenses
j. Asbestos and Abatement
k. Demolition

Project Scope Clarifications and Exclusions

1. **Design Services not included in the Scope of Services** – The design of bike lanes, heavy truck lanes, bus lanes, bus stops, or any other special lane is outside the scope of this project. The design of any signals, pedestrian signals or mid-block crossings are outside the scope of this project and will be performed by the City of Edinburg. No detailed hydraulic and hydrology study will be performed for this project. No geotechnical investigation, environmental study, air quality study, noise study, archeological study, construction materials testing, traffic study or any other detailed study is part of the scope of study. Landscape architecture, Irrigation design, and monument sign design is outside the scope of this project.

2. **Statements of Preliminary Probable Construction Cost (SPPCC)** – At the project milestones identified in the above scope, Halff will prepare SPPCC for project improvements included in Halff's design scope. SPPCC will be general in scope, shall be used for gross budgetary informational purposes and shall not include the preparation of detailed estimates or coordination with or data gathered from contractors or suppliers. The City understands and agrees that detailed estimating is not required for this project, but additional detail can be provided as additional services if requested. The City also understands and agrees that Halff has no control over costs of labor, equipment or materials or over a contractor's/contractors' method(s) of pricing and that the opinions of probable construction costs provided herein or in the future are made on basis of Halff personnel qualifications and experience. Halff makes no warrant, expressed or implied, as to the accuracy of such opinions as they may compare to bid or actual costs.

EXHIBIT A
Further Description of Basic Engineering Services and Related Matters:
Services to be Provided by the Engineer
Sugar Road Schematic Alignment

Cost Proposal

The specific fees for Phase I, Phase II, and Phase III are shown in the following Table:

Phase	Fee
Phase I – Schematic Design	$223,000
Phase II – Boundary Surveys	$82,500
Phase III – ROW Acquisition	$528,000
Base Fee Phase I, II, and III Services TOTAL	**$833,500**
Phases I, II, and III TOTAL	**$833,500**

EXHIBIT "B"

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-005

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Halff & Associates, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1 Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

5000 West Military, Suite 100
McAllen, Texas 78503
Attn.: Robert Saenz, PE, CFM, PMP

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

HALFF & ASSOCIATES, INC

BY:_____
Robert Saenz, PE, CFM, PMP
President / Owner
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220
Email: rsaenz@halff.com

Attachments: **Exhibit "A" RFQ 2022-005, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-005 ENGINEERING SERVICES

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THE CITY OF Edinburg

REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:
415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):
City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE
The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

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

SUBMITTAL OF RFQ
RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,**" and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

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

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

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

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **PROFESSIONAL ENGINEERING SERVICES** as specified.

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

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

INTERPRETATIONS
Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

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

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

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

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

RIGHT TO AUDIT
The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect

to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An **original** and five (5) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-005 PROFESSIONAL ENGINEERING SERVICES. In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No.

11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The work will be assigned on an as-needed basis for a variety of capital

improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants

- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022

RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: **Exhibit "A" RFQ 2020-003, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX



ELECTRONIC COPY

CITY OF EDINBURG

PROFESSIONAL ENGINEERING SERVICES
RFQ # 2022-005

AUGUST 2, 2022

HALFF

STATEMENT OF QUALIFICATIONS



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TRANSMITTAL LETTER

HALFF

August 2, 2022
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

RE: Request for Statement of Qualifications, Professional Engineering Services, RFQ# 2022-005

Dear Members of the Evaluation Committee:

HALFF ASSOCIATES, INC (HALFF), appreciates the opportunity to submit our qualifications to the City of Edinburg to provide professional engineering services on an "as needed" basis. We understand the importance of this professional role and are committed to providing a positive partnering relationship with the City of Edinburg. Halff will provide you with a team that has experience and can make a positive difference. This positive difference will be demonstrated by how we respond to your requests, how we present information to you and the public and how we interact with others involved with these projects.

Halff is a Texas-registered professional engineering firm with more than 70 years of experience in the engineering field, working directly for municipal governments across Texas. Our firm staffs over 1200 engineers, surveyors, architects, landscape architects and scientists, all of whom stand ready to assist the City of Edinburg, as needed on projects assigned to us. We have provided professional engineering and project management services to municipalities in the Rio Grande Valley from our McAllen office since 1993. Halff can solve a wide range of engineering challenges and will meet the goals of any project Halff is assigned.

Our approach and qualifications center on the following benefits for the City of Edinburg:

- **Full Service Firm** – Our team is comprised of members with experience that covers every aspect of the study effort, from initial site investigations through final design in multiple engineering disciplines, such as civil, structural, electrical, mechanical and plumbing engineering; environmental studies; landscape architecture; right of way acquisition; and assisting with public input efforts.
- **Majority of work to be done in the Rio Grande Valley** – Our Valley office has over 50 employees, including civil and mechanical/electrical/plumbing (MEP) engineers, right of way agents, technicians and surveyors who will be available at a moment's notice to assist the City of Edinburg staff as needed.
- **Availability** – Halff tands ready to provide the quality service you expect. Halff will commit the resources necessary to serve you expeditiously and produce high quality service.

As your Project Manager, I will be your primary point of contact on all correspondence and communication pertaining to this Statement of Qualifications (SOQ). I am an officer of the firm and am authorized to bind the firm in professional service contracts.

My contact information is:
5000 West Military, Suite 100
McAllen, Texas 78503

Office (956) 445-5235
Fax: (956) 664-0282

Cell: (956) 458-2343
rgarcia@halff.com

We are very interested in serving you as your Engineering Consultant. We are committed to providing an immediate response, being proactive to your needs and serving as your partner and advocate. I encourage you to contact the references we have listed in our qualifications about our dedication, responsiveness and client care. We look forward to deepening our relationship with the City of Edinburg. Please feel free to contact me if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

Raul Garcia, PE, CFM
Project Manager

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CORPORATE AUTHORIZATION RESOLUTION

I, J. Russell Killen, the undersigned being the Corporate Secretary of Halff Associates, Inc. (The "Corporation") do hereby certify that at the Corporation's Board of Directors meeting held on the 19th day of October 2021 there was present and acting throughout a quorum authorized to transact the business hereinafter described, the proceedings of said meeting were in accordance with the charter and bylaws of said Corporation, and this resolution has not been amended or revoked and is in full force and effect.

Resolved, that the following individuals are hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps and do such other acts and things as in his or her judgment may be necessary, appropriate or desirable in connection with any offer extended, proposal submitted, or contract entered into (title of Authorized Agent unless noted):

Adams, Bobby (SVP)
Adams, Mike (VP)
Aillet, Brandon
Albert, Isabelle
Allison, Ben
Amoako-Atta, Samuel
Anderson, Craig (VP)
Anderson, Emily (VP)
Andricopoulos, John
Applebaum, Phillip (VP)
Arbuckle, Sr., James (SVP)
Atkinson, Erin (SVP)
Austin, Jeremy
Bailey, Edjuan (VP)
Baker, Jessica (CMO)
Balli, Bobby (VP)
Barbier, Michael (VP)
Bargainer, Tim (SVP)
Barker, Kody
Barr, James
Barrett, Scott (VP)
Becker, Jason
Benavides, Gabriel
Bertram, Shawn (SVP)
Booth, Duane (VP)
Bucchin, Matthew
Buchanan, David
Bullion, Miles (VP)
Burkett, David
Caldwell, Joni (VP)
Calhoun, Douglas
Cao, Thang
Caron, Chris (VP)
Carrillo, James (VP)
Chavchalov, Drew
Cheatham, Joseph
Cheramie, Trevor
Chovan, Dennis (VP)
Christiansen, Eric
Clair, Nate
Clark, Dan (VP)
Clayton, Johnny
Cleavelin, Melanie
Clint, John
Coffey, Michael
Collins, Casey
Coyer, David
Craig, Matthew (SVP)
Cranston, Shaun (VP)
Crawford, Stephen (VP)
Decuir, Lance
Delgado, Jose (VP)
Diamond, Jason (VP)
Diaz, Marcos
Dorman, Troy
Downs, Derek (VP)
Easley, Paul
Edwards, Mark (CEO)
Edwards, Robert (VP)
Enciso, Carlos
Endsley, RJ
Engelhardt, Cindy (VP)
Ern, Rob (VP)
Ezell, Brad (VP)
Fallon, Michael (VP)
Ferencak, John
Fleeman, David
Forester, Tracy (VP)
Franz, Dan (VP)
French, Sherri (VP)
Garcia, Raul
Gardiner, Chad (VP)
Gates, Echo
Gossett, Robert
Graham, Elizabeth
Guerra, Maria
Haar, Dennis
Harvey, Tony (SVP)
Jodi Hausenfluke (VP)
Hays, Jacob
Helms, Terry (VP)
Hemenes, James
Heusel, Jonathan
Herolt, Edward (VP)
Hicks, William (SVP)
Hinojosa, Samuel (VP)
Hiott, Chuck (VP)
Hodge, Cody
Hollis, Leigh (VP)
Holm, Michael (VP)
Horsey, Sally
Houdmann, Jenifer
Hughes, Lenny (VP)
Hunter, Kyle
Hutcheson, David (SVP)
Ickert, Andrew (SVP)
Jackson, Todd (COO)
Jacobs, Greg (VP)
James, Tim (VP)
Janicki, Mark (VP)
Jones, Holt
Kalogirou, Vasileios (VP)
Kane, Brennan
Kaschyk, Bruce (SVP)
Killen, Russell (EVP)
King, Ron
Klepac, William (VP)
Kocian, Matthew
Lackey, Tim (VP)
Laun, Scot
LeBlanc, Kristin
Lewis, Ryan (VP)
Lindner, John (VP)
Littleton, Brandyn
Littleton, David (VP)
Llewellyn, Jr., Mark
Llewellyn, Sr., Mark (EVP)
Logan, Josh
Loretta, Joe
Lott, Tim
Lozano, Daniel (VP)
Maddox, Jordan
Marlar, Mike (VP)
Marusak, Russell
May, Carolyn
McCaskill, David
McClure, Josh
McConnell, Carl
McGahan, Jeremy
McGahey, Ben (VP)
McGlohorn, John (VP)
Medford, Michael (VP)
Merritt, Landon
Miller, Jim
Miller, Steven (SVP)
Moore, Andrew
Moran, Trey
Mosier, Cindy
Moya, Michael (SVP)
Murray, III, Menton (SVP)
Nagy, Jeff
Neuschafer, Mark
Nguyen, Long
Nordstrom, Erica
Otto, Mark
Overbey, Jarred
Parker, Jason
Peeples, Christy
Pembroke, Bill (VP)
Perez, Tomas
Petrich, Joseph (VP)
Pylant, Benjamin (SVP)
Ratzman, Eric
Renteria-Compian, Nelda
Rickett, Mark
Rielly, Paul (VP)
Rouvaldt, Cara
Rushing, Scott
Saenz, Robert (VP)
Sagel, Joseph (CFO)
Sartori, Tony (VP)
Satagaj, Brian
Satre, Dennis (VP)
Scheffer, Jason
Schiller, Drew
Schimenti, Andrew
Scholz, Robert
Scott, Clay
Scullion, Michael
Sexton, Michael
Shafer, Andrew
Shanks, James (VP)
Short, Vance
Simon, Guillermo
Smith, David
Smith, Ryan (VP)
Stahl, Matthew
Stark, Aubrey
Steel, Rusty (VP)
Stephens, Ben
Stinnett, John
Tanksley, Dan (SVP)
Teague, John
Terrell, Allen (VP)
Thornton, Kyle (VP)
Tobias, Brett
Tubb, Andrew
Tuley, Aaron
Vester, Cameron
Villar, Chris
Vines, Brian
Walker, Rob
Warfield, Dan (SVP)
West, John (VP)
Wilson, Kirk
Wong, Raul (VP)
Woodson, Todd (VP)
Zapalac, Russell (CSO)

Witness my hand and seal of the corporation this 19th day of October 2021.

J. Russell Killen
Corporate Secretary

HALFF ASSOCIATES, INC. CORPORATE SEAL TEXAS

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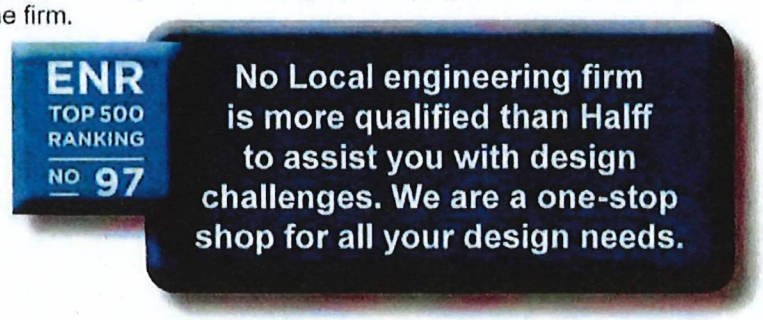
HALFF

2. FIRM QUALIFICATION AND EXPERIENCE

FIRM QUALIFICATION AND EXPERIENCE

Halff Associates, Inc. (Halff) is a Texas-based, employee-owned firm, registered and licensed to practice in Texas with a local office in McAllen and 28 other offices located in Texas, Oklahoma, Louisiana, Arkansas and Florida. Halff is a full-service firm with a staff of more than 1200 engineers, landscape architects, planners, architects, environmental scientists and surveyors. Our people are individuals with diverse, yet complementary, professional backgrounds. Much of our professional staff started with Halff straight out of college and have grown in their careers, knowing commitment to quality is the cornerstone of the firm.

Office location that will be providing services:
5000 West Military Highway, Suite 100
McAllen, Texas 78503
(956) 664-0286
(956) 664-0282 Fax
www.halff.com



HALFF'S UNIQUE QUALIFICATIONS

Halff is Knowledgeable: Halff Specializations

Halff is committed to providing the highest quality engineering and professional services. We are consistently ranked in Engineering News-Record magazine's list of the top 500 design firms in the United States.

We have a wide range of technical capabilities that give us the ability to handle even the most complex issues. We can provide the following engineering related services from our McAllen office:

- General (Civil) Engineering Design
- Water/Wastewater Evaluation & Design
- Hydraulic & Hydrologic Studies (H&H)
- Storm System Design
- Site Development
- Erosion & Sediment Control Design
- Utility Infrastructure Evaluation & Design
- Transportation Design & Planning
- Roadway (Street) Evaluation & Design
- Pavement Management
- Highway Design
- Bridge Design
- Structural Design
- Traffic Engineering
- Traffic Signal Design
- Traffic Calming Design
- Traffic Impact Studies
- Environmental Services
- Mechanical Engineering & Plumbing Design
- Electrical Engineering
- Information Technology System (ITS) Design
- Commissioning.
- Survey/GIS Mapping
- Right-of-Way Acquisition
- Subsurface Utility Engineering
- Planning
- Cost Estimating
- Landscape Architecture/Irrigation
- Architecture
- Visual Technology

HALFF'S EXPERIENCE

Halff is Experienced: Years and Caliber of Experience

Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of numerous projects in the Rio Grande Valley.

Halff has extensive experience working on various types of engineering projects with federal, state, county and local government agencies. Currently, our work for government agencies represents approximately 70% of the firm's revenue. At the federal level, Halff has worked for or is currently working for the Department of Homeland Security, FEMA, GSA and USACE. At the state level we have worked for the General Land Office (GLO), the Texas Juvenile Justice Department, the Texas Department of Criminal Justice (TDCJ), the TxDOT and the Texas Water Development Board (TWDB). Locally, we have performed work for or are working for Hidalgo County, Hidalgo County RMA, Cameron County and most cities of the Rio Grande Valley from South Padre Island to Roma, including larger cities like McAllen, Mission, Pharr, Harlingen, Brownsville and Edinburg. In addition, Halff has participated in a variety of delivery methods including CMAR, Design-Build and Design-Bid Build.

Halff is a Partner: Halff's Design Approach

At Halff our design philosophy is customer centric, and we recognize that our clients have unique needs. We approach each client with open and regular communication to ensure their objectives are understood and met. Before a contract is even signed, Halff's project manager meets with the agency staff to understand the project's timeline, budget, funding source, site constraints, goals and

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the complexity of the project. The project manager uses this information to develop a detailed scope for the project that both Halff and the agency agree on.

On every design project, the design scope of work is provided with a clear breakdown of the associated services to be rendered. Each line item in the scope will be written in a clean manner to avoid misinterpretations of services that are to be provided, or excluded, from the contract. This is key in a world where technology and engineering jargon is used very loosely. Halff will also provide a timeline of deliverables with meetings identified. Halff will identify the critical permits and utility owners which will impact the project's timeline and involve them in all project meetings early in the process. This inclusive approach has been a key element in the long-lasting relationship Halff has had with cities such as the City of Edinburg, McAllen, Harlingen, Mission and Brownsville and other clients such as Public Utilities, Weslaco Economic Development Corporation, Hidalgo County, Cameron County, East Rio Hondo Water Supply Corporation and Hidalgo County Drainage District No.1.

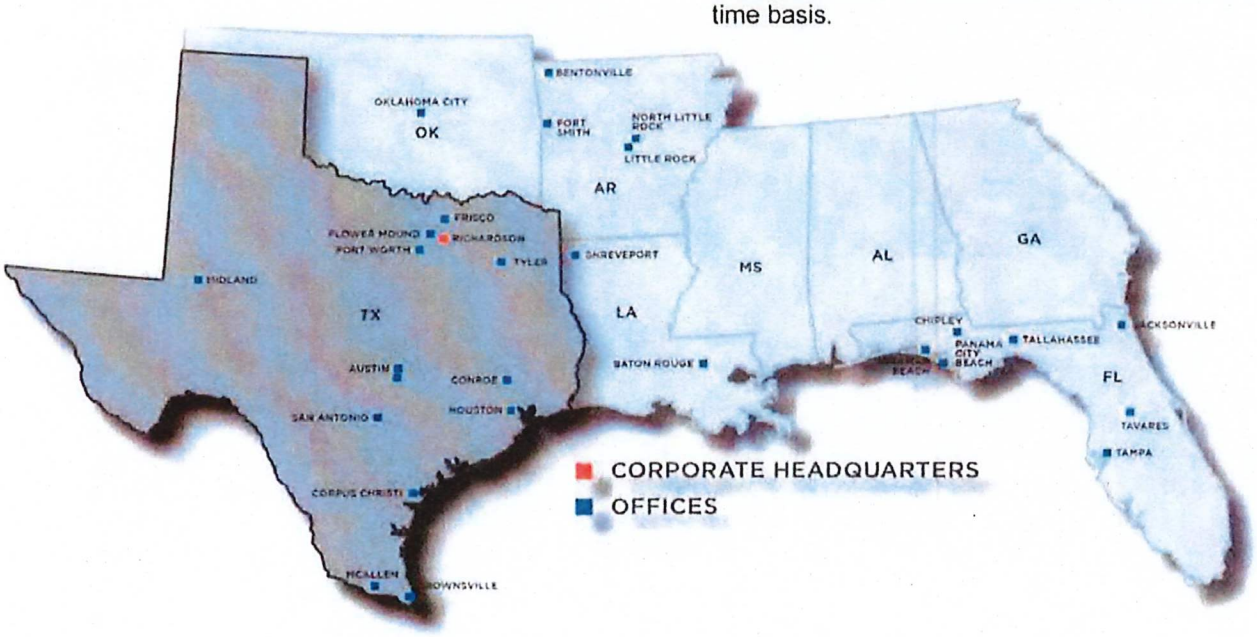
experienced in providing plans for local and state (TxDOT) street construction, drainage improvements and public utility projects. We are also well known for our traffic, mechanical (HVAC), electrical, landscape architecture (parks projects), planning (comprehensive studies), GIS (asset management projects) and Information Communication Technology (ICT) designs.

Halff is a Leader: Interaction with Project Stakeholders

Halff takes great pride in our ability to coordinate with all stakeholders during the development of a project. Before the project begins, we develop a project stakeholder worksheet, including participants, such as the City of Edinburg staff and subconsultants, agencies involved in review and permitting of the project, developers and contractors working adjacent to the project and affected citizens and businesses. Communication and coordination with each stakeholder will vary, and Halff's experience and judgment for similar projects will ensure that interaction with the stakeholders will be handled efficiently and appropriately for the City of Edinburg and their projects.

Halff is Available: Staff Availability

Halff currently has a staff of more than 50 engineers, surveyors, CADD designers and administrative personnel in our local McAllen office. In addition, our local project manager and staff are ready and committed to working with the City of Edinburg on any contracts awarded to Halff. The key individuals are shown in the organization chart on page 10, and those key staff members will be supported by the remainder of our local McAllen staff. Project Manager Raul Garcia, PE, CFM, will be responsible for delegating assignments to staff members as projects become available. With our local office and overall firm capacity, all assignments for City of Edinburg projects will be completed by a staff member of Halff, whether it is on a part-time or full-time basis.



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BICENTENNIAL BOULEVARD EXTENSION

McAllen, Texas



Client: City of McAllen
Contact: Eduardo Mendoza
Interim City Engineer
City of McAllen
(956) 681-2700
emendoza@mcallen.net

Completion Date: Dec. 2021
Construction Cost: $ 14.6M
Size: 2.86 miles

The project consists of a 2.86 mile extension of Bicentennial Blvd. (4-lane section, 56' B-B) from Trenton Rd. to S.H. 107. Currently, the schematic design phase has been completed and construction documents are in production. Proposed improvements, in addition to the roadway, include 2.86 miles of sidewalks on both sides, 7,000 feet of storm sewer (pipe sizes vary from 24" to 42"), 5,900 feet of metal beam guard fence, and 4,800 feet of 7' noise barrier. The proposed roadway crosses an existing elevated irrigation main canal. Project improvements include a proposed irrigation pipe siphon (150 feet) at this crossing. The proposed roadway runs parallel to and over an existing irrigation lateral canal. Project improvements include lateral canal removal (6,300 feet) and replacement with proposed underground irrigation pipe. The proposed roadway runs parallel to and over an existing drainage ditch. Project improvements include drainage ditch removal (1,400 feet) and replacement with proposed underground drainage box.

FY PHARR DAP LPOE NB LANES AND BSIF EXITS

Pharr, Texas



Client: City of Pharr/US Customs Border Patrol/GSA
Contact: Luis Bazan
9900 S. Cage Blvd.
McAllen, TX 78577
(956) 402-4660
luis.bazan@pharr.tx.gov

Completion Date: Dec. 2020
Construction Cost: 6M
Size: Multiple sites within the Pharr International Bridge Campus

This project is funded by the City of Pharr as part of their Donation Assistance Program for the US Border and Customs Patrol and GSA. The project is administered by TxDOT and has been formatted to meet TxDOT Project Standards for the design and delivery of bid documents. The project also requires coordination with both the US Customs Border Patrol and the General Services Administration.

This project includes additional traffic lanes, inspection booths, canopy structures, security and imaging devices to detect radiation and to provide vehicle inspections of truck cargo a passing through this border portal. The Pharr International Bridge LPOE moves approximately 60% of the produce from Mexico into the US at this location. The budget for this project is approximately $5.7 million.

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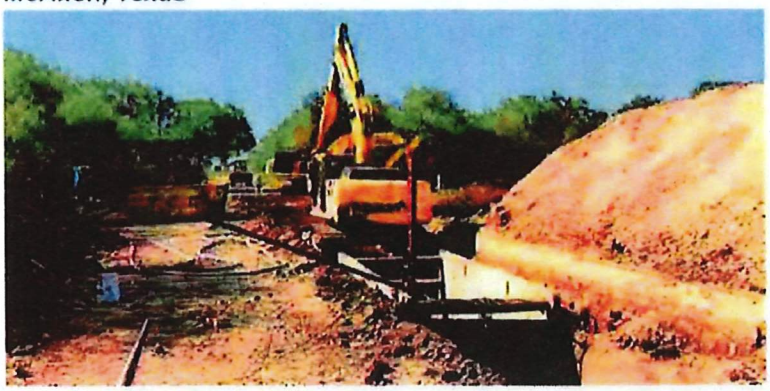
SPRAGUE ROAD INTERCEPTOR SEWER PROJECT

McAllen, Texas



Client: City of McAllen
Contact: Roy Rodriguez, PE
City Manager
City of McAllen
(956)681-1630
rrodriguez@mcallen.net

Completion Date: Phase 1 Dec.2020
Construction Cost: $16.4M (Projected)
Size: 17,707 acres

The Sprague Road Interceptor is a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service. The interceptor is approximately 39,600 feet in length (7.5 miles) running along Sprague Road from Moorefield Road on the west and flowing east to McAllen's North Wastewater Treatment Plant. To the extent possible, existing available rights-of-way will be utilized for the proposed alignment to minimize land acquisition costs.

The service area for this project is in Hidalgo County and is bounded roughly by Monte Cristo Road (FM 1925) on the north and Mile 6 Road on the south and by Bentsen Palm Drive on the west and Ware Road on the east, as delineated on Exhibit 2. The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area.

Construction of this Interceptor line is the first phase for servicing this area with wastewater collection and treatment services. This interceptor main is considered to be the first phase of the project and will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18" to 48" diameter pipe.

KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS

Weslaco, Texas



Client: City of Weslaco
Contact: Mike Perez
255 South Kansas Avenue
Weslaco, Texas 78596
(956) 968-3181
mrperez@weslacotx.gov

Completion Date:
Design - Sept. 2021
Construction - Ongoing
Construction cost: $4.6M
Size: N/A

This project is professional services for Phase 1 of Project 3 – Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park, which is a part of the master drainage plan Halff Associates developed for the City of Weslaco in 2019. This phase consisted of designing two (2) 8 ft by 6 ft reinforced concrete boxes under Agostadero Street from South Sinclair Avenue east to the Hidalgo & Cameron County Irrigation No. 9 (HCCID No 9) Drainage Ditch, east of Paseo Del Norte Road. Also included in this scope is setting a new alignment for the HCCID No 9 Drainage Ditch, developing plans for backfilling the old drainage ditch, utility adjustments for both the sewer and water main lines, storm improvements along Agostadero Street and pavement improvements within construction limits, curb and gutter improvements, and concrete work for sidewalks and residential driveways.

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281 WATERLINE PUMPSTATION PROJECT

Edinburg, Texas



Client: City of Edinburg
Contact: Gerardo Carmona, Jr.
415 W. University Dr.
Edinburg, Texas 78541
(956) 388-8212
gcarmona@cityofedinburg.com

Completion Date: Ongoing
Construction Cost: N/A (Ongoing)
Original Construction Budget: $13M
Size: 62,000LF

The project consists on water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists on removing existing PVC (approximately 27,000 LF) and AC lines (approximately 9,500 LF), and replacing them with approximately 45,000 LF of 8" and approximately 17,500 LF of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed in the future.

BROWNSVILLE PUBLIC UTILITY BOARD ANNEX BUILDING

Brownsville, Texas



Client: Brownsville Public Utility Board
Contact: Marie C. Leal, PW
1425 Robinhood Drive, Brownsville, TX 78521
Phone: (956) 983-6234
Email: MLeal@brownsville-pub.com

Completion Date: Jul. 2021
Construction Cost: 23.1M
Size: 63,000SF

The Brownsville Public Utility Board's (BPUB) new Annex building is a threestory modern office building that creates office spaces for customer services, utility engineering, financial management, and executive office spaces. It houses the BPUB energy control center, Network Operation Center and SCADA center, and pump stations management. As a result of housing such important departments and major operation centers, the building is designated as a Risk Category IV Essential Facility. Redundant electrical, mechanical, and communication systems support the daily operations of BPUB and accommodate needs required during an emergency event. The design's board room is sufficiently flexible to function as an emergency control center and provide employees with overnight facilities, if needed.

Halff was an MEP engineering consultant working on planning, coordinating, and designing the building. The new building provides office space to four utility departments; accounts, engineering, information technology (IT), supervisory control, and data acquisition (SCADA). The new facility holds an IT Network Operation Center (NOC), SCADA Network Operation Center, and an Energy Control facility. The IT NOC is equipped with an In-Row Cooling Rack System with UPS backup. The SCADA NOC is also fitted with a 2N+1 In-Row Cooling Rack System and UPS backup. The SCADA and IT NOCs are also backed up by redundant power generators.

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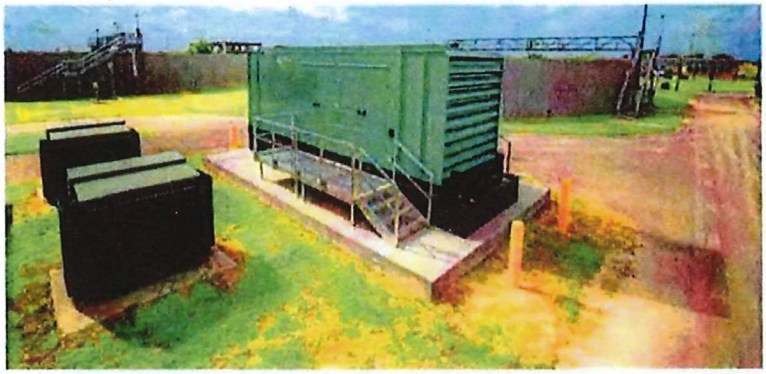
MCALLEN PUBLIC UTILITY NORTH WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM STUDY

McAllen, Texas



Client: McAllen Public Utility Board
Contact: Marco Ramirez, PE
311 N 15th Street
(956) 681-1775
MRamirez@mcallen.net

Completion Date: September, 2021
Construction Cost: N/A
Size: 750kW

The study for the North Wastewater Treatment Plant Electrical System included identifying power distribution equipment deficiencies, code compliance issues and standby power generation usage. In addition, the study incorporated recommendations for a safer automated transfer scheme for standby power backup and an engineer's statement of probable construction costs. Findings and recommendations were presented to client and lead to an engineering design contract. The scope of work included the addition of two new standby generators at strategic locations for optimal cost savings. The new generators were 500kW and 750kW, sized for only the critical electrical motor loads required for the continuous operation of facility during utility power outages. The switchover from utility power to generator power was accomplished by implementing automatic transfer switches at each of the main electrical rooms. This method of automation increases operator personnel safety and decreases electrical downtime.

HALFF'S EXPERIENCE WITH THE CITY OF EDINBURG

Halff has worked with and within the City of Edinburg for a number of years. We have held several recent and ongoing contracts directly with the City as well as provided services on City projects as a subconsultant. The following is a sample of more recent projects that Halff has successfully completed for the City of Edinburg:

*Projects Included in Firm Qualifications and Experience**

- **McIntyre Square Project, Boundary Survey (3.93 ac)**
- **ROW Exhibit for Sugar Rd., Chapin to Monte Cristo**
- **Land Surveying, Wisconsin Rd. from I-69C to West City Limits**
- **Land Surveying and ROW Mapping, Sprague Rd. from Jackson Rd. to West City Limits (1.62mi.)**
- **Land Surveying and ROW Mapping, Chapin Rd. from I-69C to West City Limits (3.57mi)**
- **Land Surveying and ROW Mapping, Trenton Road- I-69C to East City Limits (1.3 mi.)**
- **Survey Fire Station 5 Boundary Survey and ROW Acquisition for Lift Station**
- **Bicycle & Pedestrian Masterplan - Landscape Architecture services for a Bicycle and Pedestrian Master Plan for the City of Edinburg**
- **Survey and ROW acquisition for additional property for Lift Station Number 42 at Alberta and I Rd.**
- **Appraisal and ROW services for Chapin Rd. Bridge Project**
- **ROW Acquisition Services for 20-foot Easement on Canton Road**
- **New Auxiliary Generator Replacement at Downtown Water Treatment Plant High Service Pump Station**
- **Additional Waterline Improvements along US Hwy North 281 ***
- **Professional Services for US Hwy North 281 Water Distribution System Improvements from SH 186 to FM 490**
- **Downtown Parking and Retail Facility at Closner Boulevard**

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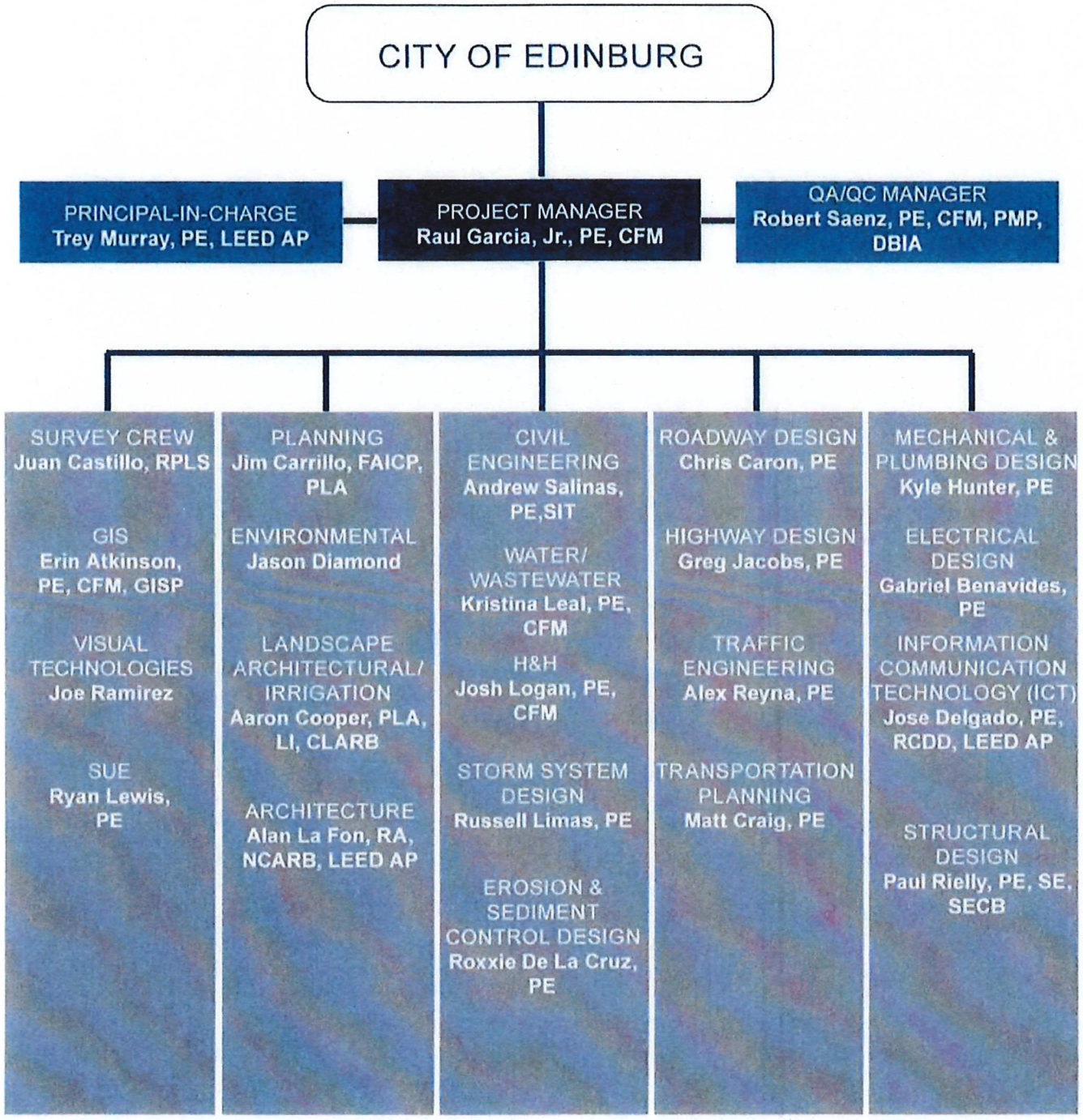
HALFF

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

TEAM MEMBER QUALIFICATIONS & EXPERIENCE

Halff's team is more than capable of meeting the City of Edinburg's needs. As our organization chart indicates, our team is vast and covers all the scope of services listed in the Request of Qualifications. Resumes summarizing each team member's experience are included in the following pages.



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RAUL GARCIA, JR., PE, CFM

Project Manager

Raul joined Halff in 2000. He has more than 20 years of experience in civil engineering, planning, design, and project management for both public and private clients. He has provided land development and site work engineering for a number of office, warehouse, commercial sites, and mixed-use development.

EDUCATION

BS/Agricultural Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas – No. 94855

Certified Floodplain Manager Texas - No. 0954-06N

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Master Drainage Plan, Alton, Texas** - Project Manager for a civil drainage master plan to develop a comprehensive evaluation of the existing drainage conditions to get an understanding of the drainage infrastructure.
- **Retiree Haven, McAllen, Texas** - Project Manager for the civil design of a storm sewer system, lift station and 16-inch force main and lowering of the existing residential streets to accommodate the new drainage system.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Project Manager for the preparation of a topographic/improvement survey and boundary survey for 240 acres of Isla Blanca Park.
- **Sharyland Plantation, McAllen, Texas** - Team Leader for the engineering and development of 6,000-acre tract.
- **Anzalduas Highway Lift Stations, Water & Wastewater Trunk Lines, Mission, Texas** - Project Manager for the design of two lift stations, wastewater trunk lines, force mains and water trunk lines along the Anzalduas Highway Corridor.
- **McAllen Convention Center, McAllen, Texas** - Assistant Project Manager for the preliminary civil design for the master plan of a 180-acre commercial site.
- **City of Weslaco Stormwater Improvement Plan, Weslaco, Texas** - Project Manager in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Mission Plaza Development at Northeast Corner of W. Griffin Parkway and N. Conway Avenue Mission, Texas** - Project Manager for a feasibility study and preliminary design for Mission Plaza Development in Mission, Texas. Topographic survey of the site was used to evaluate and develop the preliminary civil site design.
- **Sharyland Plantation Honduras Drive, McAllen, Texas** - Project Manager for the extension of 2,500 lf of 44' back to back concrete roadway in McAllen, TX. Plans also included the design of a 360 GPM lift station with 2,000 ft of 6" forcemain. Storm system included the design of 2,200 ft of 72" RCP. Plans included paving and dimensional control, drainage design, utility plan and profiles, lift station design, and erosion control. Structural design of the wetwell slab and electrical design of the lift station was also included.
- **Glasscock Road, Mission, Texas** – Project involved the civil design of a 57 ft B-B roadway within the Sharyland Plantation. Civil construction documents were developed for paving, grading, drainage, and utility design.
- **Blueline Ditch Study, McAllen, Texas** – Project Manager responsible for the drainage analysis and design for a section of the Blueline drainage ditch in McAllen. The project consisted of the analysis of the ditch and the impacts of overlaying with a proposed parking area. This included H&H modeling using Infoworks. The analysis and design concluded that two 10'X8' box culverts would be proposed and the downstream ditch would be widened to mitigate the lost volume without impacting the surrounding neighborhoods.

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TREY MURRAY, III, PE, LEED AP

Principal-In-Charge

Trey joined Halff in 2001. He has been involved in all aspects of MEP engineering design and construction management for commercial, institutional, industrial and educational facilities. He has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the mechanical engineer of record for eight LEED certified projects.

EDUCATION

BS/Mechanical Engineering, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 87004

LEED Accredited Professional

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for a multi-disciplinary project for the renovation of an existing park.
- **McAllen Performing Arts Center, McAllen, Texas** - Mechanical Engineer for a new municipal 1,800 seat, 93,500 sf performing arts complex.
- **Hidalgo County Drainage District No. 1 New Administration Building, Edinburg, Texas** - Mechanical Engineer for the mechanical design and construction of a new 9,000 sf facility.
- **McAllen Memorial High School Softball Field, McAllen, Texas** - Electrical Engineer responsible for the renovation of stadium lighting.
- **Pharr Convention Center, Pharr, Texas** - MEP Project Manager and Mechanical Engineer for the mechanical design and renovation of an existing 35,000 sf events center.
- **U.S Federal Courthouse, San Antonio, Texas** – Mechanical QA/QC for a new 227,000 sf federal courthouse facility. Work included preliminary design concepts through final design review for a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Hidalgo County– New County Courthouse, Edinburg, Texas** – MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice facility for the County. The 7-story facility included 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces. HVAC systems included a 1,500-ton water-cooled central plant, 8 custom central station air handlers, terminal units and ductwork. Special mechanical systems included multiple dual-coil computer room air conditioners, detention area smoke control systems and stair pressurization.
- **Hidalgo County Drainage District – New Administrative Building, Edinburg, Texas** – Mechanical Engineer of Record for a new, 9,000 sf admin facility for the District. HVAC systems included two packaged 25-ton RTU's and VAV boxes. Plumbing work included sanitary sewer and domestic water systems.
- **City of McAllen Fire Station/Emergency Operations Center, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for a new Central Fire Station. The facility consisted of a 6,200-sf firehouse, 8,000 sf apparatus bay, and 20,000 sf administration and emergency operations center. Mechanical systems included DX split systems and roof-top units as well as vehicular exhaust systems and general ventilation. Plumbing systems include standard sewer/vent and water as well as oil separators and compressed air.
- **City Hall Condenser Replacement, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for the replacement of air-cooled condensers. The project required the removal of four existing 75-ton air-cooled condensers from the 3rd story roof of the City Hall Building. Four new units were specified to replace those removed. New controls were specified to connect the new condensers, as well as new electrical service and disconnects. In addition, two condensing units serving computer spaces were installed. The project documents also included a phasing schedule such that the building could continue its normal operation

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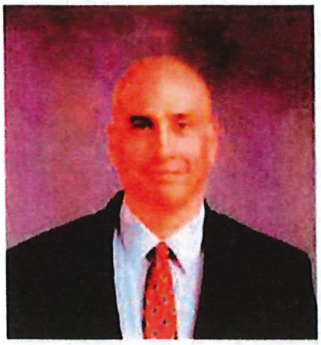

ROBERT SAENZ, PE, CFM, PMP

QA/QC Advisor

Robert joined Halff in 2001, bringing more than 36 years of experience. He has experience in civil engineering, planning, design, project management and construction management for both public and private clients. His extensive work with city, county, state and federal agencies has given him insight into feasibility analysis, preliminary engineering and project financing

EDUCATION

BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 82072

Certified Floodplain Manager, Texas No. 0256-00N

Project Management Professional, No. 1767964

Design-Build Certification

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Principal-in-Charge for the civil design of a four-lane, 52-foot-wide roadway with curb and gutter.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for improvements to an existing 150-acre county coastal park facility.
- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - QC Manager responsible for the design of the wastewater collection system trunk lines and two wastewater lift stations to service 1300 acres.
- **McAllen Convention Center, McAllen, Texas** - Project Manager for developing a master plan for a 180-acre commercial site.
- **Retiree Haven, McAllen, Texas** - Civil design of a storm sewer system, lift station and 16-inch force main and the lowering of the existing residential streets to accommodate the new drainage system.
- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** – Principal in Charge in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit. The purpose of the storm water improvement plan to develop a comprehensive evaluation of the existing drainage conditions throughout the city of Weslaco, Texas by modeling the present drainage infrastructures as accurate and concurrent as possible using GIS software. Data collection and model inventory included gathering, organizing, and reviewing of all data provided. GIS data was collected and catalogued. Hydrologic and Hydraulic models were prepared and utilized to assess flood risk and identify flood mitigation solutions for various areas of the city.
- **Bicentennial Extension Project, McAllen, Texas** - Principal in Charge in the planning phase which consisted of providing the horizontal & vertical alignment and drainage design for the road. Also developed cost estimates for the project. The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas.
- **Rio Grande Valley World Birding Centers, Texas** – Project Manager for the civil engineering design and development of construction documents. The civil improvements were for three main sites of the World Birding Centers located in Mission, Weslaco, and Brownsville Texas. The projected included the design of on and offsite utilities, site grading, drainage, sidewalks and walking trails, and parking facilities.
- **Delta Region Water Management Project Feasibility Report, Hidalgo County, Texas** – Principal in Charge for the submission of an economic feasibility of the Delta Reservoir and the Water Management Project it is part of. Halff is looking at the firm yield of water at the Delta Reservoir site, investigating and identifying ways to make the proposed site function as a flood mitigation facility and identifying uses and users for the captured water.

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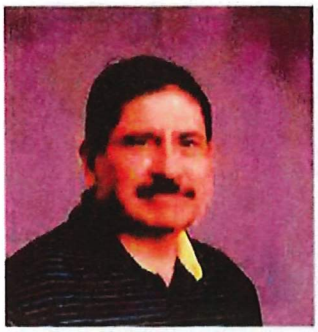

JUAN CASTILLO, RPLS

Survey

Juan joined Halff Associates in August 2018, with over 25 years of experience in all phases of Land Surveying, including, but not limited to, Project Management, supervising field operations, quality assurance and quality control, scheduling of field crews and the preparation of surveying proposals, performing Boundary Surveys, ALTA/ASCM Surveys, Establishing Horizontal & Vertical Surveys, Topographic Surveys, Design Surveys, Lease Survey Plats, Aerial Surveys, Easements Surveys, Parcel Acquisition Maps (Right of Way Mapping), As Built Surveys, Elevations Certificates, Mortgage Improvements Surveys, etc.

EDUCATION

BS/Civil Engineering, Universidad Autonoma De Nuevo Leon, Mexico

REGISTRATION

Registered Professional Land Surveyor State of Texas No. 6146

REPRESENTATIVE PROJECT EXPERIENCE:

- **McAllen International Airport** - Project Manager for the development of Runway 14-32 Taxiway Drainage Improvements. Phase 1-4. Project Manager for the Development of Design Survey.
- **UPS McAllen Expansion Subdivision Plat** - Project Manager for the development of being 15.234 acres being out of Lot 3, Block 5 of the A.J. McColl Subdivision and all of Lots 12-16 of the Northeast Industrial Subdivision Amended. (on going)
- **AEP Design Survey services** - Project Manager for the development of 2.3 miles, locating improvements and visible utilities, existing right of way in different areas in McAllen, Texas. Performed a Topographic Survey in AutoCAD and staking the street apparent existing right of way.



ERIN ATKINSON, PE, CFM, GISP

Geographic Information Systems

Since joining Halff in 2001, Erin has been involved with a variety of projects using GIS technology to assist with the engineering process through spatial analysis. He has experience integrating GIS with floodplain management, stormwater modeling, stormwater utility, mitigation planning, GPS field assessment, asset inventory, environmental analysis, LiDAR analysis, web map development, project management with web-based mapping and custom GIS training.

EDUCATION

MS/Civil Engineering/ Water Resources, Texas Tech University
MS/Environmental Technology/Water Quality, Texas Tech University
BS/Wildlife Management, Texas Tech University

REGISTRATION

Registration Professional Engineer, Texas No. 97353
Certified Floodplain Manager, No. 0481-03
Certified GIS Professional (GISP), No. 48766

REPRESENTATIVE PROJECT EXPERIENCE:

- **GIS Data Hosting and Web Map Development, Panola County Groundwater Conservation District, Panola County, Texas** – Project Manager for the PCGCD groundwater well online management system.
- **Lubbock Stormwater Master Plan, Lubbock, Texas** – Program Manager responsible for overseeing the comprehensive stormwater master plan.
- **Wharton County Drainage Study, Wharton County, Texas** – Developed automation procedures to extract TINs and DEMs from an ESRI terrain dataset.
- **National Weather Service, Rio Grande Inundation Mapping, Texas** – Project Manager for flood severity mapping at four-gauge sites along the Rio Grande; Del Rio, Eagle Pass, Laredo, and Rio Grande City.
- **Texas Water Development Board (TWDB), State CTP Projects, Texas** – GIS Practice Leader who oversaw GIS and automation tasks for all TWDB state CTP projects.

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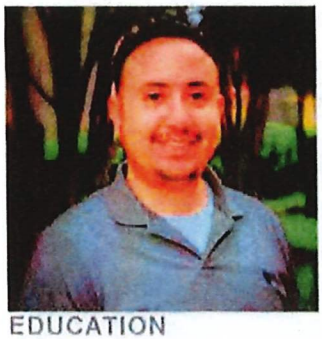


JOE RAMIREZ

Visual Technologies

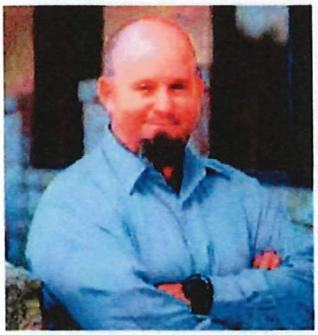
Joe joined Halff in 2001. He worked as a drafter in the transportation department for five years on various road projects before he transferred to the VST department.

EDUCATION

AAS/Multimedia, Westwood College
AAS/CAD, ITT Technical Institute

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 281, Pharr, Texas** – Modeled and textured proposed road project design and added traffic. Modeled and textured buildings in project limits. Animated camera to show traffic flow.
- **Wilbarger Street, Fort Worth, Texas** – Modeled and textured existing and proposed intersection conditions and added traffic animation. Animated camera to show traffic flow at the intersection.
- **Alameda, El Paso, Texas** – Modeled and textured proposed roundabouts and surrounding buildings. Added vegetation, parked cars and traffic to the scene. Matched lighting conditions to match the aerial.
- **IH35W, Fort Worth, Texas** - Modeled and textured buildings within the right of way limits. Modeled road geometry and added traffic to the project. Created photo match images for the client of pedestrian bridges.
- **IH 35E, Dallas, Texas** - Modeled roadway and surrounding topo. Added traffic to the project and created animated camera for the scene.



RYAN LEWIS, PE

Subsurface Utility Engineer (SUE)

Ryan joined Halff in 2002, bringing three years of design experience. He has experience in the layout, planning and design of water, sewer and drainage utilities and preparing engineering reports, detailing applicable design criteria and results, bid tabulations, submittals, contract documents and specifications for these projects.

EDUCATION

BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 95767

REPRESENTATIVE PROJECT EXPERIENCE:

- **Simon Property Group, McAllen, Texas** – SUE Project Manager responsible for various SUE services at La Plaza Mall for an expansion project. Provided level B/D SUE services for 70,000 lf of utilities.
- **Texas A&M University Kingsville, Kingsville, Texas** - SUE Project Engineer responsible various SUE services at the campus. Provided level B/D SUE services for 300,000 lf of utilities. Provided level A SUE services for 45 vacuum excavated test holes on various utilities.
- **TxDOT Pharr District** – SUE Project Manager responsible for various SUE services for the following projects:
- **US 77 from Conley Road to 4.25 miles north of Conley Road, Willacy County, Texas** – Provided level B SUE services for approximately 190,000 lf of utilities.
- **Los Indios Border Safety Inspection Facility, Cameron County, Texas** – Provided level A SUE services for 12 vacuum excavated test holes.
- **Pharr-Reynosa Border Safety Inspection Facility, Hidalgo County, Texas** – Provided level A SUE services for 15 vacuum excavated test holes.

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JIM CARRILLO, FAICP, PLA

Planning

Jim is Halff's Director of Planning and has an extensive background in long-range master planning, urban design, park planning and site development. His responsibilities as a planner have included comprehensive city and park master planning, land use master planning, site planning and development, feasibility studies, zoning and subdivision ordinance review, parcelization and subdivision layouts, zoning case studies and coordination and highway visual impact mitigation studies.

EDUCATION

BS/Landscape Architecture, Texas A&M University

REGISTRATION

Certified Planner, American Institute of Certified Planners - No. 9875

Professional Landscape Architect, Texas No. 1377

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Parks, Recreation and Open Space Master Plan, Alton, Texas** – Principal-in-Charge for the city's first parks and recreation master plan since 1998.
- **Sharyland Plantation, McAllen, Texas** - Project Planner for developing the initial master plan for a 6,000-acre new town south of McAllen and Mission, located in one of the fastest growing metropolitan areas of the US.
- **McAllen Parks Master Plan/Recovery Action Plan, McAllen, Texas** – Project Planner for the preparation of a master parks plan focused on acquisition of land for parks in underserved portions of the community.
- **Heart of the City, McAllen, Texas** – Project Manager and Lead Planner for an innovative master plan for downtown McAllen.
- **Harlingen Comprehensive Plan, Harlingen, Texas** - Lead Planner and Project Manager for update of the city's long-range plan.



JASON DIAMOND

Environmental

Jason joined Halff in 1995. He is a team leader for Halff's Environmental Services group and is responsible for the management of projects requiring environmental reviews in accordance with the National Environmental Policy Act (NEPA).

EDUCATION

BS/Environmental Science, Texas Christian University

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Environmental Project Manager for directing the completion of the EA and public involvement for the proposed construction of a new roadway in McAllen.
- **Anzalduas U.S. Land Port of Entry Project, Categorical Exclusion, Hidalgo County, Texas** - Environmental Project Manager for directing the completion of scoping documents and technical reports required for a CE determination by the TxDOT Pharr District for the construction of additional northbound queue lanes, canopies and inspection booths at the Anzalduas International Bridge in McAllen.
- **Dove Avenue Extension from N. Bentsen Road to N. 41st Street, Environmental Assessment, McAllen, Texas** – Project Manager for directing the completion of the EA for compliance with NEPA requirements and TxDOT guidelines for the proposed extension of a 4-lane arterial street to cross an irrigation canal operated by the HCID No. 1.
- **Trinity Trails East, Categorical Exclusion, Tarrant County, Texas** – Project Manager for the construction of a 2.7-mile hike and bike trail extension from Handley-Ederville Road to the River Trails Park in Fort Worth

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AARON COOPER, PLA, CLARB, LI

Landscape Architecture/Irrigation

Aaron is a landscape architect at Halff that will serve as the Project Manager and primary point-of-contact with the City of Pflugerville. With 11 years of experience in landscape architecture, streetscape planning and design, parks, recreation, and sports facilities planning and design, bicycle facility and trail planning and design, corridor planning, and site-specific master plans and land development design.

EDUCATION

BLA, Texas Tech University

REGISTRATION

Professional Landscape Architect - Texas No. 3105
Licensed Landscape Irrigator - Texas No. 24462
CLARB No. 44127

REPRESENTATIVE PROJECT EXPERIENCE:

- **Garey Park, Georgetown, TX.** Landscape Architect responsible for the development of construction and bid documents. Halff provided design services for a new 525-acre park located in the Edwards Aquifer Recharge Zone.
- **Lakeside Park, Marble Falls, TX.** Landscape Architect responsible for assisting the Project Manager in development of construction plans for redevelopment of a municipal park. Final plans included site plans and details for an artificial beach that allows the adjacent lake to naturally exchange water, an outdoor shower, a hike and bike trail, supporting retaining, hardscape, and lighting layout, as well as grading plans.
- **Lakeline Park, Cedar Park, TX.** Landscape Architect, Irrigator and Deputy Project Manager for development of construction documents for Lakeline Park Phase 1 in Cedar Park, Texas. Phase 1 includes a multi-purpose pavilion/ performance area, food truck vending area, great lawn, restrooms with maintenance and operations storage, playground, canoe/kayak launch facilities, as well as supporting pavilions, parking, hardscape, retaining and grading.



ALAN LA FON, RA, NCARB, LEED AP

Architecture

Alan brings more than 30 years of project management experience to Halff. He is responsible for managing design teams through all phases of new project development from design concept through building construction close out.

EDUCATION

MA/Architecture, Texas A&M University
BA/Architecture, California Polytechnic State University, San Luis Obispo

REGISTRATION

Registered Professional Architect, Texas No. 22920
National Council of Architectural Registration Boards - Certificate No. 43975
LEED AP Fellow

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shannondale Continuum of Care Campus Master Plan, Maryville, Tennessee** - Architect for providing development strategies for numerous single-family homes, a community center, water features and care facilities into a cohesive village-like plan.
- **California State University, Fresno, California** - Architect for future facility requirements, infrastructure planning and review of proposed design of newly constructed facilities.
- **Chickasaw National Cultural Center, Sulphur, Oklahoma** – Project Manager for the 80,000 sf $30,000,000 museum and cultural center.
- **City Hall, Fresno, California** – Project Manager for the design and detailing of various building components for interior construction and space planning for over 2,000 staff members.
- **Madera Intermodal Transportation Facility, Madera, California** – Architect for the development of a master plan and individual building remodels for a transportation center linking train, bus and dial-a-ride services for Madera.

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ANDREW SALINAS, PE, SIT

Project Manager

Andrew joined Halff in May 2021 as a Civil Engineer and Project Manager in Halff's McAllen office. He possesses a diverse background in land development for municipal and county projects; this includes the review and implementation of roadways, drainage, water and wastewater infrastructure.

EDUCATION

MS/Geospatial Survey Engineering, Texas A&M University, Corpus Christi
BS/Civil Engineering, University of Texas, San Antonio

REGISTRATION

Licensed Professional Engineer, Texas – No. 128943
Surveyor In Training, Texas – No. 110151
Licensed Real Estate Agent, Texas – No. 616101

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shops at 29th, Commercial Park, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **The Village at Renaissance Townhouses & Apartment Complex - McAllen, Texas*** - Project Engineer for this Multi-family development in McAllen, Texas. Responsibilities included plan analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **Sharyland Business Park, Warehouse Additions, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements for a multitude of warehouse sites throughout the Sharyland Business Park development.



KRISTINA LEAL, PE, CFM

Water/Wastewater Design

Kristina joined Halff in 2006, bringing five years of municipal experience in civil engineering and two years of experience in geotechnical engineering. She has experience in civil engineering, planning, design and project management for public agencies and experience in construction management for both public and private clients. Her work as a Project Manager and Engineer for the cities of McAllen and Harlingen have made her familiar with the local county, state and federal agencies and local contractors and construction practices.

EDUCATION

MS/Civil Engineering, University of California at Berkeley
BS/Civil Engineering, Massachusetts Institute of Technology

REGISTRATION

Professional Engineer, Texas No. 94759
Certified Floodplain Manager, No. 0943-06N

REPRESENTATIVE PROJECT EXPERIENCE:

- **Sprague Road Interceptor Sewer, Hidalgo County, Texas** - Project Engineer for the civil design of a 7.5-mile-deep gravity wastewater line that will serve 18,000 acres.
- **McAllen Reuse Line, McAllen, Texas** - Project Engineer for the civil design of 29,000 lf of wastewater reuse line to be for irrigation of existing parks.
- **South 33rd Street and Formosa Avenue Paving & Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for the two main roads located within the Foreign Trade Zone.
- **North 29th Street Paving and Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for 29th Street from 5 Mile to 6 Mile Line Roads.

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JOSH LOGAN, PE, CFM

Hydraulics & Hydrology

Josh joined Halff in January of 2002. He has worked on a wide variety of projects including large-scale hydrologic and hydraulic studies, land development, utility rehabilitation and relocation, erosion control design and a selection of transportation projects, though his primary focus has been in flood mitigation analysis and drainage infrastructure design. Josh has managed various projects through all stages of analysis and design. He has been intimately involved with the planning, detailed design and PS&E preparation and successful construction management phases of several projects.

EDUCATION

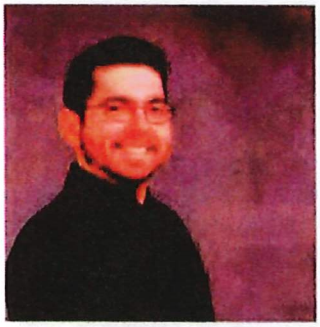
BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 100005
Certified Floodplain Manager, Texas No. 3758-19N

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



RUSSELL LIMAS, PE

Storm System Design

Russell joined Halff as a Graduate Engineer in June 2018, with experience in a variety of water resources, public utilities, and land development working as an intern for Halff during the summers of 2016 and 2017. He is specialized in Water Resources, Public Utilities, Transportation, and Land Development.

EDUCATION

ME/Civil Engineering, Texas A&M University
BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas - No. 58946

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** - Graduate Engineer assisted in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Sprague Road Interceptor Sewer Project, Hidalgo County, Texas** - Graduate Engineer assisted in estimating wastewater demands, sewer alignment, and compiling construction documents and specification manuals. The project consists of designing the Sprague Road Interceptor, a deep, wastewater line to serve the subdivisions and Colonias within the project area. The interceptor is approximately 7.5 miles that will serve approximately 18,000 acres.
- **2018 HCDD1 Drainage Bond Project #24, Hidalgo County, Texas** - Graduate Engineer assisted in designing storm drainage systems as well as in developing maps, calculating drainage areas, measuring channels, culverts, ditches, etc. Using ArcGIS and MicroStation.

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ROXXIE DE LA CRUZ, PE

Erosion & Sediment Control Design

Roxxie joined Halff in 2015, after graduating University of Texas-Pan American. Since joining the McAllen Team, Roxxie has engaged in the development of engineering Storm Water Pollution Prevention Plans (SWPPP), cost estimates, drainage reports, subdivision plats, and the development of construction/design plans and specifications for civil projects involving: sanitary sewer and water, drainage, erosion control, paving and dimension, and utility relocations. Ms. Mann has assisted in construction administration tasks when required by the Client, as well as attended construction meetings and site visits.

EDUCATION

BS/Civil Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 137892

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



CHRIS CARON, PE

Roadway Design

Christopher Caron joined Halff in 2019. He worked for over 30 years with TxDOT in the Corpus Christi area, serving in various positions of increasing responsibility throughout the agency. He retired in 2018 in the position of Corpus Christi District Engineer. Chris is a native of South Texan from George West, Texas and has held various posts throughout his career in the community.

EDUCATION

BS, Civil Engineering, Texas A&M University

Bachelor of the Arts, Mathematics, Southwestern University

REGISTRATION

Professional Engineer - Texas No. 80168, Exp: 12-31-2021

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of McAllen, Bicentennial Blvd. Extension, McAllen, Texas** - The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas. Services included civil and structural engineering, as well as surveying and landscape architecture for Bicentennial Extension Project.
- **IH 69/US 77, Texas** - As the Corpus Christi District Area Engineer for Jim Wells, Live Oak and Kleberg Counties, Chris oversaw the development and planning of the expansion of the IH 69/US 77 Freeway System through Kingsville, George West and Alice
- **IH 69 (US 77 and US 281), Texas** - As District Engineer for the Texas Department of Transportation (TxDOT), Chris was responsible for the oversight of the design and two new interstate highways to provide connectivity between the Coastal Bend and Rio Grande Valley of Texas.

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GREG JACOBS, PE

Highway Design

Greg joined Halff in 1989, bringing nine years of previous engineering and construction experience. He has designed and supervised the civil design of highways, toll roads and other transportation-related projects.

EDUCATION

MBA, Southern Methodist University
BS/Civil Engineering, Lamar University
BS/Building Construction, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 67152

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 83 Reconstruction, TxDOT Pharr District, McAllen, Texas** - Project Manager for the design of 6 miles of highway reconstruction expanding and upgrading existing facility to 6 lanes plus auxiliary lanes.
- **FM 2061, TxDOT Pharr District, Hidalgo County, Texas** - Project Manager for the design of 4 miles of highway reconstruction, expanding and upgrading existing facility to 5 lanes including crossing two major 0.4-mile wide floodways.
- **US 77 & 83 Reconstruction, TxDOT Pharr District, Brownsville, Texas** – Project Manager for advanced preliminary engineering for 6 miles of freeway reconstruction.
- **IH 10 Widening from 0.5 Mile East of Martin Luther King Jr. Drive to the Sabine River, TxDOT Beaumont District, Orange, Texas** – Project Manager for the development of schematic and PS&E for the reconstruction and widening of 4 miles of controlled access urban interstate highway including the widening or replacement of bridges at two waterway crossings. Project minimized impacts to 1¼ mile of wetlands within the Sabine River floodplain



ALEX REYNA, PE,

Traffic Engineering

Alex has 17 years of experience in a wide variety of traffic engineering work, such as traffic impact analysis, traffic signal warrant studies and design, traffic signal timing, quality estimating, and microscopic traffic simulation modeling. Alex has spent his entire professional career performing traffic operational analyses for clients throughout Central Texas. From microsimulation of traffic signals within Cedar Park to managing the entire traffic operations during Circuit of the Americas large events, Alex will be a valuable resource to the GLO.

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATION

Professional Engineer - Texas No. 101243

REPRESENTATIVE PROJECT EXPERIENCE:

- **ARDOT Sherwood Hwy 176Y - Little Rock, Arkansas** - This study will recommend needed improvements for Highway 176Y between Highway 176 and Highway 67, inclusive of cross-street and frontage roads.
- **Riverside Drive Hike and Bike Trail Phase 1, San Marcos, TX** - Due to an increase in pedestrian traffic traveling from River Road on the east side of Interstate Highway 35 (IH 35) to Riverside Drive on the west side of IH 35, the City has proposed the creation of a hike and bike trail to create a safe route for pedestrians to access public facilities from the east side of IH 35
- **Harvey Mitchell Road Hike and Bike Trail, College Station, TX.*** Responsible for the design of a hike and bike facility from Welsh Avenue to Texas Avenue along Harvey Mitchell Parkway. The trail will be approximately 1.2 miles in length and ten feet wide in most areas.

Project Prior to joining Halff

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MATT CRAIG, PE

Transportation Planning

Matt leads Halff's Transportation Planning practice. Since joining Halff in 1983, Matt has engineering experience in transportation, environmental, municipal and private sector projects

EDUCATION

MS/Civil Engineering, University of Texas at Arlington

BS/Civil Engineering, University of Cincinnati

REGISTRATION

Professional Engineer, Texas No. 69910

REPRESENTATIVE PROJECT EXPERIENCE:

- **Padre Boulevard (PR100) Traffic Engineering Study, South Padre Island, Texas** – Project Manager for the traffic engineering study to improve operations to Padre Boulevard for 14 blocks of this urban arterial in the heart of the Island's commercial district.
- **TxDOT Dallas District Advance Planning/Environmental Indefinite Delivery Contracts** - Project Manager for multiple 2-year IDC that included environment assessments, schematic design and PS&E.
- **Capital Improvements Plan (CIP) and Impact Fee Study, Fairview, Texas** – Project Engineer for the transportation component of a CIP and impact fee analysis.
- **SH 360 Corridor Improvement Study, Environmental Assessment & Schematic Design, Arlington, Texas** – Assistant Project Manager for the corridor improvement study, EA and Schematic Design for SH 360 from IH 20 to IH 30, a 6-mile urban freeway corridor.
- **Trinity Parkway Major Investment Study (MIS), Dallas, Texas** – Assistant Project Manager for planning alternatives analysis and diagrammatic roadway design for Trinity Parkway.



KYLE HUNTER, PE

Mechanical & Plumbing Design

Kyle is a highly motivated, energetic, and pro-active thought-leader in the buildings industry with 15-years of experience. His six years of project management experience covers all facets of program management - staff management, program development, strategic planning, contract development and review, budget development and management, claims prevention, design oversight, development of procurement strategies, construction management, schedule development, and management and owner occupancy planning. Kyle is an innovative engineer whose experience includes the recovery of failing programs, phased construction and the proper structuring of construction safely around occupied facilities.

EDUCATION

BS, Mechanical Engineering, Oregon Institute of Technology

REGISTRATION

Professional Engineer, Texas – No. 121984

REPRESENTATIVE PROJECT EXPERIENCE:

- **Brownsville ISD 10 Campus Mini-Gym Improvements, Brownsville, Texas** - Project Manager for the Mechanical and Electrical improvements to the existing mini-gyms at 10 different campuses. Improvement include addition of his and hers bathrooms and a Mechanical room that doubles as a utility room.
- **Saint Francis Health System: Warren Clinic Family Medicine, Medical Office Buildings, Tulsa & Broken Arrow, Oklahoma** - Project Manager for Ground-up design for two medical office buildings (MOB) in Tulsa & Broken Arrow.
- **McAllen ISD, Rowe High School, HVAC Improvements, McAllen, Texas** - Project Manager for this project at Nikki Rowe High School. This 328,938 square-foot facility required HVAC improvements that included replacement of fan coil units, air handling units, exhaust fans, hydronic piping and system improvements, and the addition of digital controls system.

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GABRIEL BENAVIDES, JR., PE

Electrical Design

Since starting his education and professional career at Halff in June 2007, Gabriel has been involved in the electrical engineering design, construction management, and project management for municipality, government, educational and commercial facilities. He has acquired extensive experience in the area of water and wastewater facilities as well as educational facilities.

EDUCATION
BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION
Professional Engineer, Texas No. 119255

REPRESENTATIVE PROJECT EXPERIENCE:

- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - Electrical Design Engineer responsible for two waste-water lift stations that will service 1300 acres.
- **Precinct 4 Administration and Maintenance Building, Edinburg, Texas** - Electrical Engineer for the design of high efficiency lighting for two buildings.
- **Electrical System and Standby Generator Additions Study for County Courthouse, Edinburg, Texas** - Electrical Engineer for the analysis and recommendations for a new standby generator at the existing HIdalgo County Courthouse.
- **McAllen Miller International Airport, McAllen, Texas** - Electrical Engineer for the design of a switchboard load analysis to determine whether the existing service was adequate for new expansion installation.
- **Laguna Madre Treatment Plant No. 2 Emergency Generator Addition, Port Isabel, Texas** - Electrical Engineer for the design for the new emergency system addition to Laguna Madre 6 mgd Water Treatment Plant No. 2.



JOSE DELGADO, PE, RCDD, LEED AP

Information Communication Technology

Jose joined Halff in June 2010. Prior to joining Halff, he spent a number of years in Dallas and Austin, Texas, where he was actively involved in technically challenging and sustainable demanding MEP and Information Communication Technology (ICT) projects. His experience includes a plethora of projects located across Texas and as far away as New York State. Jose's experience includes institutional, educational, industrial, commercial, and government type projects. He has been involved in the MEP and ICT design and construction management.

EDUCATION
BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION
Professional Engineer, Texas No. 101998
Registered Communications Distribution Designer, No. 201201R
LEED Accredited Professional No. 10450958

REPRESENTATIVE PROJECT EXPERIENCE:

- **Texas Anti-Gang Facility, McAllen, Texas** - ICT design for the renovation of an existing 24,000 sf former public safety building to be converted to the TTIC Texas Anti-Gang Facility.
- **Hidalgo County Drainage District #1, Edinburg, Texas** - ICT Designer for a new administration building.
- **Brownsville Public Utilities Board Service Center Facility, Brownsville, Texas** - ICT Designer for a new service center facility that consists of an administration office building, warehouse building, loading docks, car wash building, fueling stations and vehicle maintenance building.
- **Texas State Technical College (TSTC), New Central Chiller Plant, Harlingen, Texas** - ICT Designer for the addition of chillers, cooling towers and pump additions for campus HVAC additions.

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EDUCATION

BS/Architectural Engineering, University of Texas at Austin
Bachelor/Architecture, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 61307
Structural Engineering Certification Board, Certification No. 2568-0708

PAUL RIELLY, PE, SE, SECB

STRUCTURAL DESIGN

Paul is a senior structural engineer who joined Halff in 1982, and currently has more than 40 years of design experience. His experience includes commercial, industrial, institutional buildings, bridges, and civil projects. He has provided structural design services for more than 600 projects located throughout the United States, Saudi Arabia, Korea, and Mexico. These projects have involved a wide variety of construction materials including structural steel, reinforced concrete, post-tensioned concrete, precast/prestressed concrete, reinforced masonry, soil, timber, and fabric structures. Construction costs of projects for which Paul has served as the project structural engineer range from $100,000 to $80,000,000.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Structural Engineer for the design and construction administration for improvements to an existing 150-acre county coastal park facility.
- **Cuates Pump Station, Laguna Madre Water District, Cameron County, Texas** - Structural Engineer for the design of a 1,200 sf single-story pump station located in a hurricane wind zone.
- **Brownsville Border Patrol, Brownsville, Texas** - Structural Engineer for the design of two building structures for the Immigration and Naturalization Service.
- **Rio Grande Valley Border Patrol Sector Headquarters, Edinburg, Texas** - Structural Engineer for the design of three buildings that are a part of the main campus for the Immigration and Naturalization Service.
- **US 83 Overpasses, Pharr, Texas** - Structural Engineer for the design of six overpasses along US 83 adjacent to the US 281 Interchange. Each overpass was 140-feet wide by 270-feet long.



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4. REFERENCES

REFERENCES

Roel Rodriguez | City of McAllen
Title: City Manager
Phone: (956) 681-1001
Projects: Sprague Road Interceptor Sewer
Description: Halff provided Surveying, Civil Engineering and Electrical Engineering for this deep, gravity wastewater line in McAllen, Texas. It is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Paul Curtin | Hunt Valley Development
Title: Former Vice-President
Phone: (956) 739-3910
Project: Sharyland Plantation
Description: Halff provided the preparation of boundary surveys, topographic surveys, construction staking, easement preparations, and plats. Projects ranged in size from 0.5 acres to 40-acre tracts.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Jeff Underwood | City of Alton
Title: City Manager
Phone: (956) 432-0766
Project: City of Alton Master Drainage Plan
Description: Halff provided complex hydrologic and hydraulic (H&H) analysis, Drainage Improvements, Floodplain Mapping, InfoWorks ICM, 2D Modeling, GIS inventory and database development, Alternatives Analysis, Cost Estimating, CIP Prioritization, Agency Coordination (TxDOT, Hidalgo Drainage District #2, etc.), Web Tool Development for a Citywide Master Drainage Plan in the City of Alton, Texas.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager
Lorena Corpus, ROW Specialist

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APPENDIX C

INSURANCE

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2021

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: Carly Underwood
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES CERTIFICATE NUMBER: 21-22 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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2021	08/01/2022	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 $500,000 $25,000 $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			CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7015026436	07/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2021	08/01/2022	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	Professional Liab Incl. Pollution			03113813	07/12/2021	08/01/2022	Per Claim $1,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER
Sample Certificate

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
D.H. Gillingham

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Supplemental Information for Response to City of Edinburg (City), Request for Qualifications, Submittal Requirements, Question 5

22 July 2022

Question:

A list of any insurance claims against the firm within the past 5 years.

Response:

Halff Associates employs more than 1,240 people in 29 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,380 active projects at any given time. Accordingly, on rare occasions Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances Halff can only release this confidential information under specific request and with the dual understandings (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. **Halff has never been adverse to the City of Edinburg (City) in any litigation or insurance claims.** Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Mr. Dan Tanksley can be reached at dtanksley@halff.com or 214-346-6290.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE
ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

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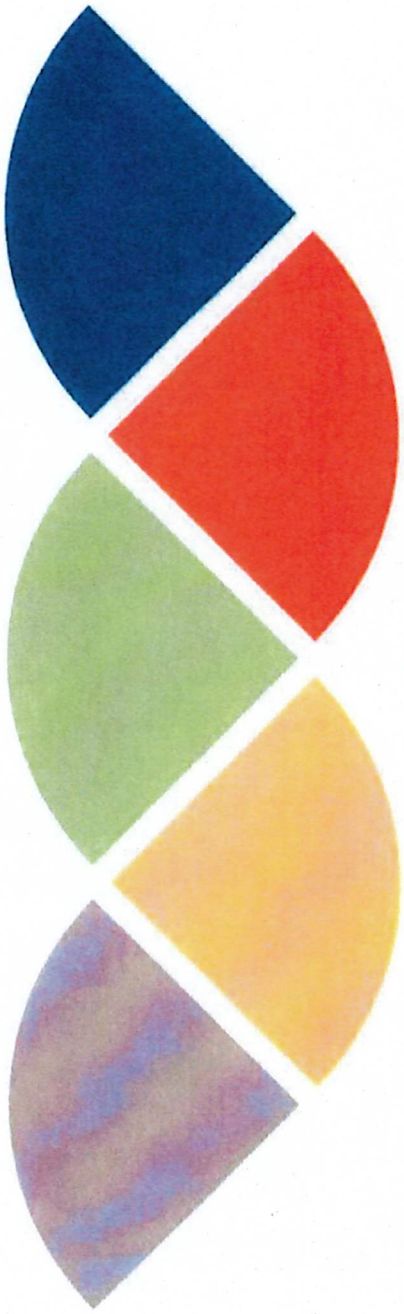
8. PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Halff has read the professional services agreement, will meet the prerequisite insurance requirements, and, if selected, agrees to enter in to such agreement.

PEOPLE

We wholeheartedly believe that it is people who drive our firm. Equally important are the relationships we have with our valued clients who entrust Halff to bring forth optimal solutions to the challenges they face.



AUTONOMY

You will never hear Halff described as "bureaucratic." Our leadership is involved and accessible, and our structure provides every opportunity for our professionals to be innovative and to grow and think outside the box.

TEAMWORK

Across all of our offices, Halff is a place where people collaborate rather than compete. It's a place where there are no dumb ideas and every idea has the possibility of greatness.

INTEGRITY

There is no cutting corners here. Our clients deserve honesty and transparency, and we believe success only matters when it is achieved by always doing the right thing.

QUALITY

Quality is our cornerstone. Where other firms boast it, we actually provide it. And we are proud to be known for it.

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7. CONTACT INFORMATION

CONTACT INFORMATION

RAUL GARCIA, PE, CFM
Title: Project Manager
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 458-2343
Phone (Office): (956) 445-5235
Email: rgarcia@halff.com

ROBERT SAENZ, PE, CFM, PMP
Title: QA/QC Manager, Vice President
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 522-0395
Phone (Office): (956) 445-5220
Email: rsaenz@halff.com

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FORMS

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.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 8/2/2022

Company/Vendor Name: Halff Associates, Inc.

Printed Name and Title: Raul Garcia, PE, CFM; Project Manager

Authorized Signatory:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc (2022)

HOUSE BILL 89 VERIFICATION

I, Raul Garcia, the undersigned representative of Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc (2022)

SENATE BILL 13 VERIFICATION

I, Raul Garcia, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc (2022)

SENATE BILL 19 VERIFICATION

I, Raul Garcia, the undersigned representative of Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc (2022)

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

The City has clarified that the following form may be left blank and "N/A" should be placed across it.

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

N/A, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of N/A (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign N/A

Title N/A

Subscribed and sworn to me this N/A day of N/A 20N/A.

By: N/A

Notary Public

My commission expires N/A

Copyright Halff Associates, Inc.(2022)

Halff Associates, Inc.

5000 West Military Highway
Suite 100
McAllen, Texas 78503

(956) 664-0286

www.halff.com



EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2022

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No): E-MAIL ADDRESS: rebecca.egan@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : The Continental Insurance Company	35289
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Allied World Surplus Lines Ins	24319
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **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			GL5856923	08/01/2022	08/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC014195843	08/01/2022	08/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability Incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim $1,000,000 Aggregate $1,000,000	

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

AVO 42063 RFQ 2020-005 Land Surveying Services - On CallCity of Edinburg and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78540-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

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

Halff Associates, Inc.
McAllen, TX United States

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

City of Edinburg

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

C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert L. Saenz, and my date of birth is 05/02/1964.

My address is 5000 West Military Highway, #100 (street), McAllen (city), TX (state), 78503 (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 31st day of Aug. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.191b5cdc

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zapalac, Russell	Austin, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Llewellyn Sr., Mark	Tallahassee, FL United States	X	
Killen, Russell	Richardson, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Edwards , Mark	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Baker, Jessica	Richardson, TX United States	X	

EXHIBIT "C"

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2022

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No): E-MAIL ADDRESS: rebecca.egan@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : The Continental Insurance Company	35289
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Allied World Surplus Lines Ins	24319
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2022	08/01/2023	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 $500,000 $25,000 $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			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2022	08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability Incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim $1,000,000 Aggregate $1,000,000	

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

AVO 42063 RFQ 2020-005 Land Surveying Services - On CallCity of Edinburg and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78540-0000

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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C-07-23

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-945513

Date Filed:
10/18/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-07-23
Task Order one (1) Professional Engineering Services for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Edwards, Mark	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Llewellyn Sr., Mark	Tallahassee, FL United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-945513

Date Filed:
10/18/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-07-23
Task Order one (1) Professional Engineering Services for Sugar Road Schematic Alignment, Surveying and ROW Acquisition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Raul Garcia, Jr., and my date of birth is 09/20/1975.

My address is 5000 West Military Highway, #100 (street), McAllen (city), TX (state), 78503 (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 18th day of Oct. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "C"

Central Files

THE CITY OF Edinburg

CONTRACT NO.

C-461(c)-22

City Council Approved:

August 16, 2022

To:

Myra L. Ayala, City Manager/Marissa Mardoqueo Hinojosa, City Engineer/Rocio Dagoberto Soto, Finance Director/ Lorena
Clarice Balderas, City Secretary
Rick Rodriguez, Central Files

EDINBURG All-America City 1968 2000 1992

From: mjdwell

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

Agreement between the City of Edinburg and Halff Associates, Inc., for Professional Engineering Services, Pursuant to RFQ 2022-005.

COMMENTS:
09-01-22 Omar, please approve.
09-01-22 Marissa, please have City Manager sign and return originals to me for further processing.
09-02-22 Clarice, please attest and return all originals to me for further processing.
09-02-22 Lorena, attached is the Form 1295 for processing. VIA EMAIL ONLY.
09-02-22 Rocio, an original for your files and one for entity.
09-02-22 Rick, an original for Central Files. Revised

22

500 cc

C-461(C)-22

THE CITY OF Edinburg

MEMORANDUM

DATE: 8/31/2022

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa P.E., City Engineer- Engineering Department MH

SUBJECT: Agreement between the City of Edinburg and Halff Associates, Inc. For Professional Engineering Services.

Attached you will find Agreement between the City of Edinburg and Halff Associates, Inc for Professional Engineering Services Pursuant RFQ No. 2022-005 for review and approval. This agreement is part of the rotation list that will remain in effect for a two (2) year period.

Attachments requiring signatures:

2-Agreement

_X_ Approved by City Council on **August 16, 2022**

City Council approved final form of the agreement on **August 16, 2022**

__ Approval by City Council not required

_X_ Meets purchasing requirements

_X_ This item is Budgeted

_X_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____ Approved by: _____

Omar Ochoa, City Attorney Myra L. Ayala, City Manager

STATE OF TEXAS	§	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-005**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Halff & Associates, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

5000 West Military, Suite 100
McAllen, Texas 78503
Attn.: Robert Saenz, PE, CFM, PMP

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

HALFF & ASSOCIATES, INC

BY:_____
Robert Saenz, PE, CFM, PMP
President / Owner
5000 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220
Email: rsaenz@halff.com

Attachments: **Exhibit "A" RFQ 2022-005, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-005 ENGINEERING SERVICES

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THE CITY OF Edinburg

REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:
415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):
City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE
The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

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

SUBMITTAL OF RFQ
RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,**" and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

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

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

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

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **PROFESSIONAL ENGINEERING SERVICES** as specified.

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

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

INTERPRETATIONS
Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

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

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

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

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

RIGHT TO AUDIT
The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect

to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An **original** and five (5) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-005 PROFESSIONAL ENGINEERING SERVICES. In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No.

11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The work will be assigned on an as-needed basis for a variety of capital

improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants

- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022

RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: **Exhibit "A" RFQ 2020-003, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX



ELECTRONIC COPY

CITY OF EDINBURG

PROFESSIONAL ENGINEERING SERVICES
RFQ # 2022-005

AUGUST 2, 2022

HALFF

STATEMENT OF QUALIFICATIONS



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HALFF

I. TRANSMITTAL LETTER

HALFF

August 2, 2022
City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

RE: Request for Statement of Qualifications, Professional Engineering Services, RFQ# 2022-005

Dear Members of the Evaluation Committee:

HALFF ASSOCIATES, INC (HALFF), appreciates the opportunity to submit our qualifications to the City of Edinburg to provide professional engineering services on an "as needed" basis. We understand the importance of this professional role and are committed to providing a positive partnering relationship with the City of Edinburg. Halff will provide you with a team that has experience and can make a positive difference. This positive difference will be demonstrated by how we respond to your requests, how we present information to you and the public and how we interact with others involved with these projects.

Halff is a Texas-registered professional engineering firm with more than 70 years of experience in the engineering field, working directly for municipal governments across Texas. Our firm staffs over 1200 engineers, surveyors, architects, landscape architects and scientists, all of whom stand ready to assist the City of Edinburg, as needed on projects assigned to us. We have provided professional engineering and project management services to municipalities in the Rio Grande Valley from our McAllen office since 1993. Halff can solve a wide range of engineering challenges and will meet the goals of any project Halff is assigned.

Our approach and qualifications center on the following benefits for the City of Edinburg:

- **Full Service Firm** – Our team is comprised of members with experience that covers every aspect of the study effort, from initial site investigations through final design in multiple engineering disciplines, such as civil, structural, electrical, mechanical and plumbing engineering; environmental studies; landscape architecture; right of way acquisition; and assisting with public input efforts.
- **Majority of work to be done in the Rio Grande Valley** – Our Valley office has over 50 employees, including civil and mechanical/electrical/plumbing (MEP) engineers, right of way agents, technicians and surveyors who will be available at a moment's notice to assist the City of Edinburg staff as needed.
- **Availability** – Halff tands ready to provide the quality service you expect. Halff will commit the resources necessary to serve you expeditiously and produce high quality service.

As your Project Manager, I will be your primary point of contact on all correspondence and communication pertaining to this Statement of Qualifications (SOQ). I am an officer of the firm and am authorized to bind the firm in professional service contracts.

My contact information is:
5000 West Military, Suite 100
McAllen, Texas 78503

Office (956) 445-5235
Fax: (956) 664-0282

Cell: (956) 458-2343
rgarcia@halff.com

We are very interested in serving you as your Engineering Consultant. We are committed to providing an immediate response, being proactive to your needs and serving as your partner and advocate. I encourage you to contact the references we have listed in our qualifications about our dedication, responsiveness and client care. We look forward to deepening our relationship with the City of Edinburg. Please feel free to contact me if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

Raul Garcia, PE, CFM
Project Manager

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CORPORATE AUTHORIZATION RESOLUTION

I, J. Russell Killen, the undersigned being the Corporate Secretary of Halff Associates, Inc. (The "Corporation") do hereby certify that at the Corporation's Board of Directors meeting held on the 19th day of October 2021 there was present and acting throughout a quorum authorized to transact the business hereinafter described, the proceedings of said meeting were in accordance with the charter and bylaws of said Corporation, and this resolution has not been amended or revoked and is in full force and effect.

Resolved, that the following individuals are hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps and do such other acts and things as in his or her judgment may be necessary, appropriate or desirable in connection with any offer extended, proposal submitted, or contract entered into (title of Authorized Agent unless noted):

Adams, Bobby (SVP)
Adams, Mike (VP)
Aillet, Brandon
Albert, Isabelle
Allison, Ben
Amoako-Atta, Samuel
Anderson, Craig (VP)
Anderson, Emily (VP)
Andricopoulos, John
Applebaum, Phillip (VP)
Arbuckle, Sr., James (SVP)
Atkinson, Erin (SVP)
Austin, Jeremy
Bailey, Edjuan (VP)
Baker, Jessica (CMO)
Balli, Bobby (VP)
Barbier, Michael (VP)
Bargainer, Tim (SVP)
Barker, Kody
Barr, James
Barrett, Scott (VP)
Becker, Jason
Benavides, Gabriel
Bertram, Shawn (SVP)
Booth, Duane (VP)
Bucchin, Matthew
Buchanan, David
Bullion, Miles (VP)
Burkett, David
Caldwell, Joni (VP)
Calhoun, Douglas
Cao, Thang
Caron, Chris (VP)
Carrillo, James (VP)
Chavchalov, Drew
Cheatham, Joseph
Cheramie, Trevor
Chovan, Dennis (VP)
Christiansen, Eric
Clair, Nate
Clark, Dan (VP)
Clayton, Johnny
Cleavelin, Melanie
Clint, John
Coffey, Michael
Collins, Casey
Coyer, David
Craig, Matthew (SVP)
Cranston, Shaun (VP)
Crawford, Stephen (VP)
Decuir, Lance
Delgado, Jose (VP)
Diamond, Jason (VP)
Diaz, Marcos
Dorman, Troy
Downs, Derek (VP)
Easley, Paul
Edwards, Mark (CEO)
Edwards, Robert (VP)
Enciso, Carlos
Endsley, RJ
Engelhardt, Cindy (VP)
Ern, Rob (VP)
Ezell, Brad (VP)
Fallon, Michael (VP)
Ferencak, John
Fleeman, David
Forester, Tracy (VP)
Franz, Dan (VP)
French, Sherri (VP)
Garcia, Raul
Gardiner, Chad (VP)
Gates, Echo
Gossett, Robert
Graham, Elizabeth
Guerra, Maria
Haar, Dennis
Harvey, Tony (SVP)
Jodi Hausenfluke (VP)
Hays, Jacob
Helms, Terry (VP)
Hemenes, James
Heusel, Jonathan
Herolt, Edward (VP)
Hicks, William (SVP)
Hinojosa, Samuel (VP)
Hiott, Chuck (VP)
Hodge, Cody
Hollis, Leigh (VP)
Holm, Michael (VP)
Horsey, Sally
Houdmann, Jenifer
Hughes, Lenny (VP)
Hunter, Kyle
Hutcheson, David (SVP)
Ickert, Andrew (SVP)
Jackson, Todd (COO)
Jacobs, Greg (VP)
James, Tim (VP)
Janicki, Mark (VP)
Jones, Holt
Kalogirou, Vasileios (VP)
Kane, Brennan
Kaschyk, Bruce (SVP)
Killen, Russell (EVP)
King, Ron
Klepac, William (VP)
Kocian, Matthew
Lackey, Tim (VP)
Laun, Scot
LeBlanc, Kristin
Lewis, Ryan (VP)
Lindner, John (VP)
Littleton, Brandyn
Littleton, David (VP)
Llewellyn, Jr., Mark
Llewellyn, Sr., Mark (EVP)
Logan, Josh
Loretta, Joe
Lott, Tim
Lozano, Daniel (VP)
Maddox, Jordan
Marlar, Mike (VP)
Marusak, Russell
May, Carolyn
McCaskill, David
McClure, Josh
McConnell, Carl
McGahan, Jeremy
McGahey, Ben (VP)
McGlohorn, John (VP)
Medford, Michael (VP)
Merritt, Landon
Miller, Jim
Miller, Steven (SVP)
Moore, Andrew
Moran, Trey
Mosier, Cindy
Moya, Michael (SVP)
Murray, III, Menton (SVP)
Nagy, Jeff
Neuschafer, Mark
Nguyen, Long
Nordstrom, Erica
Otto, Mark
Overbey, Jarred
Parker, Jason
Peeples, Christy
Pembroke, Bill (VP)
Perez, Tomas
Petrich, Joseph (VP)
Pylant, Benjamin (SVP)
Ratzman, Eric
Renteria-Compian, Nelda
Rickett, Mark
Rielly, Paul (VP)
Rouvaldt, Cara
Rushing, Scott
Saenz, Robert (VP)
Sagel, Joseph (CFO)
Sartori, Tony (VP)
Satagaj, Brian
Satre, Dennis (VP)
Scheffer, Jason
Schiller, Drew
Schimenti, Andrew
Scholz, Robert
Scott, Clay
Scullion, Michael
Sexton, Michael
Shafer, Andrew
Shanks, James (VP)
Short, Vance
Simon, Guillermo
Smith, David
Smith, Ryan (VP)
Stahl, Matthew
Stark, Aubrey
Steel, Rusty (VP)
Stephens, Ben
Stinnett, John
Tanksley, Dan (SVP)
Teague, John
Terrell, Allen (VP)
Thornton, Kyle (VP)
Tobias, Brett
Tubb, Andrew
Tuley, Aaron
Vester, Cameron
Villar, Chris
Vines, Brian
Walker, Rob
Warfield, Dan (SVP)
West, John (VP)
Wilson, Kirk
Wong, Raul (VP)
Woodson, Todd (VP)
Zapalac, Russell (CSO)

Witness my hand and seal of the corporation this 19th day of October 2021.

J. Russell Killen
Corporate Secretary

HALFF ASSOCIATES, INC. CORPORATE SEAL TEXAS

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HALFF

2. FIRM QUALIFICATION AND EXPERIENCE

FIRM QUALIFICATION AND EXPERIENCE

Halff Associates, Inc. (Halff) is a Texas-based, employee-owned firm, registered and licensed to practice in Texas with a local office in McAllen and 28 other offices located in Texas, Oklahoma, Louisiana, Arkansas and Florida. Halff is a full-service firm with a staff of more than 1200 engineers, landscape architects, planners, architects, environmental scientists and surveyors. Our people are individuals with diverse, yet complementary, professional backgrounds. Much of our professional staff started with Halff straight out of college and have grown in their careers, knowing commitment to quality is the cornerstone of the firm.

Office location that will be providing services:
5000 West Military Highway, Suite 100
McAllen, Texas 78503
(956) 664-0286
(956) 664-0282 Fax
www.halff.com



HALFF'S UNIQUE QUALIFICATIONS

Halff is Knowledgeable: Halff Specializations

Halff is committed to providing the highest quality engineering and professional services. We are consistently ranked in Engineering News-Record magazine's list of the top 500 design firms in the United States.

We have a wide range of technical capabilities that give us the ability to handle even the most complex issues. We can provide the following engineering related services from our McAllen office:

- General (Civil) Engineering Design
- Water/Wastewater Evaluation & Design
- Hydraulic & Hydrologic Studies (H&H)
- Storm System Design
- Site Development
- Erosion & Sediment Control Design
- Utility Infrastructure Evaluation & Design
- Transportation Design & Planning
- Roadway (Street) Evaluation & Design
- Pavement Management
- Highway Design
- Bridge Design
- Structural Design
- Traffic Engineering
- Traffic Signal Design
- Traffic Calming Design
- Traffic Impact Studies
- Environmental Services
- Mechanical Engineering & Plumbing Design
- Electrical Engineering
- Information Technology System (ITS) Design
- Commissioning.
- Survey/GIS Mapping
- Right-of-Way Acquisition
- Subsurface Utility Engineering
- Planning
- Cost Estimating
- Landscape Architecture/Irrigation
- Architecture
- Visual Technology

HALFF'S EXPERIENCE

Halff is Experienced: Years and Caliber of Experience

Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of numerous projects in the Rio Grande Valley.

Halff has extensive experience working on various types of engineering projects with federal, state, county and local government agencies. Currently, our work for government agencies represents approximately 70% of the firm's revenue. At the federal level, Halff has worked for or is currently working for the Department of Homeland Security, FEMA, GSA and USACE. At the state level we have worked for the General Land Office (GLO), the Texas Juvenile Justice Department, the Texas Department of Criminal Justice (TDCJ), the TxDOT and the Texas Water Development Board (TWDB). Locally, we have performed work for or are working for Hidalgo County, Hidalgo County RMA, Cameron County and most cities of the Rio Grande Valley from South Padre Island to Roma, including larger cities like McAllen, Mission, Pharr, Harlingen, Brownsville and Edinburg. In addition, Halff has participated in a variety of delivery methods including CMAR, Design-Build and Design-Bid Build.

Halff is a Partner: Halff's Design Approach

At Halff our design philosophy is customer centric, and we recognize that our clients have unique needs. We approach each client with open and regular communication to ensure their objectives are understood and met. Before a contract is even signed, Halff's project manager meets with the agency staff to understand the project's timeline, budget, funding source, site constraints, goals and

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the complexity of the project. The project manager uses this information to develop a detailed scope for the project that both Halff and the agency agree on.

On every design project, the design scope of work is provided with a clear breakdown of the associated services to be rendered. Each line item in the scope will be written in a clean manner to avoid misinterpretations of services that are to be provided, or excluded, from the contract. This is key in a world where technology and engineering jargon is used very loosely. Halff will also provide a timeline of deliverables with meetings identified. Halff will identify the critical permits and utility owners which will impact the project's timeline and involve them in all project meetings early in the process. This inclusive approach has been a key element in the long-lasting relationship Halff has had with cities such as the City of Edinburg, McAllen, Harlingen, Mission and Brownsville and other clients such as Public Utilities, Weslaco Economic Development Corporation, Hidalgo County, Cameron County, East Rio Hondo Water Supply Corporation and Hidalgo County Drainage District No.1.

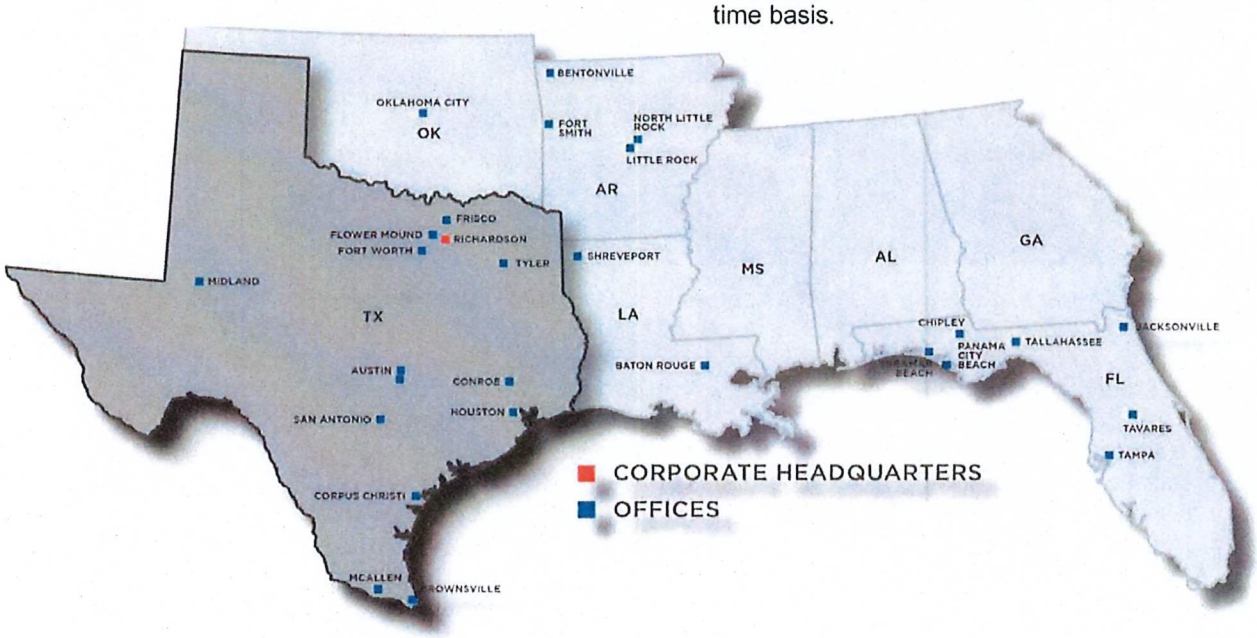
experienced in providing plans for local and state (TxDOT) street construction, drainage improvements and public utility projects. We are also well known for our traffic, mechanical (HVAC), electrical, landscape architecture (parks projects), planning (comprehensive studies), GIS (asset management projects) and Information Communication Technology (ICT) designs.

Halff is a Leader: Interaction with Project Stakeholders

Halff takes great pride in our ability to coordinate with all stakeholders during the development of a project. Before the project begins, we develop a project stakeholder worksheet, including participants, such as the City of Edinburg staff and subconsultants, agencies involved in review and permitting of the project, developers and contractors working adjacent to the project and affected citizens and businesses. Communication and coordination with each stakeholder will vary, and Halff's experience and judgment for similar projects will ensure that interaction with the stakeholders will be handled efficiently and appropriately for the City of Edinburg and their projects.

Halff is Available: Staff Availability

Halff currently has a staff of more than 50 engineers, surveyors, CADD designers and administrative personnel in our local McAllen office. In addition, our local project manager and staff are ready and committed to working with the City of Edinburg on any contracts awarded to Halff. The key individuals are shown in the organization chart on page 10, and those key staff members will be supported by the remainder of our local McAllen staff. Project Manager Raul Garcia, PE, CFM, will be responsible for delegating assignments to staff members as projects become available. With our local office and overall firm capacity, all assignments for City of Edinburg projects will be completed by a staff member of Halff, whether it is on a part-time or full-time basis.



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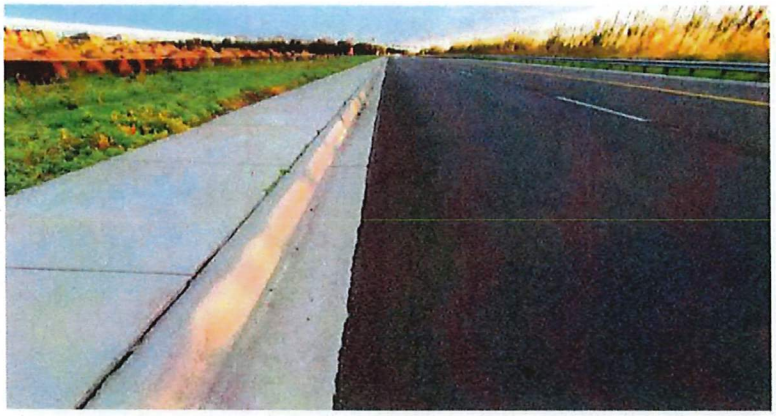
BICENTENNIAL BOULEVARD EXTENSION

McAllen, Texas



Client: City of McAllen
Contact: Eduardo Mendoza
Interim City Engineer
City of McAllen
(956) 681-2700
emendoza@mcallen.net

Completion Date: Dec. 2021
Construction Cost: $ 14.6M
Size: 2.86 miles

The project consists of a 2.86 mile extension of Bicentennial Blvd. (4-lane section, 56' B-B) from Trenton Rd. to S.H. 107. Currently, the schematic design phase has been completed and construction documents are in production. Proposed improvements, in addition to the roadway, include 2.86 miles of sidewalks on both sides, 7,000 feet of storm sewer (pipe sizes vary from 24" to 42"), 5,900 feet of metal beam guard fence, and 4,800 feet of 7' noise barrier. The proposed roadway crosses an existing elevated irrigation main canal. Project improvements include a proposed irrigation pipe siphon (150 feet) at this crossing. The proposed roadway runs parallel to and over an existing irrigation lateral canal. Project improvements include lateral canal removal (6,300 feet) and replacement with proposed underground irrigation pipe. The proposed roadway runs parallel to and over an existing drainage ditch. Project improvements include drainage ditch removal (1,400 feet) and replacement with proposed underground drainage box.

FY PHARR DAP LPOE NB LANES AND BSIF EXITS

Pharr, Texas



Client: City of Pharr/US Customs Border Patrol/GSA
Contact: Luis Bazan
9900 S. Cage Blvd.
McAllen, TX 78577
(956) 402-4660
luis.bazan@pharr.tx.gov

Completion Date: Dec. 2020
Construction Cost: 6M
Size: Multiple sites within the Pharr International Bridge Campus

This project is funded by the City of Pharr as part of their Donation Assistance Program for the US Border and Customs Patrol and GSA. The project is administered by TxDOT and has been formatted to meet TxDOT Project Standards for the design and delivery of bid documents. The project also requires coordination with both the US Customs Border Patrol and the General Services Administration.

This project includes additional traffic lanes, inspection booths, canopy structures, security and imaging devices to detect radiation and to provide vehicle inspections of truck cargo a passing through this border portal. The Pharr International Bridge LPOE moves approximately 60% of the produce from Mexico into the US at this location. The budget for this project is approximately $5.7 million.

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SPRAGUE ROAD INTERCEPTOR SEWER PROJECT

McAllen, Texas



Client: City of McAllen
Contact: Roy Rodriguez, PE
City Manager
City of McAllen
(956)681-1630
rrodriguez@mcallen.net

Completion Date: Phase 1 Dec.2020
Construction Cost: $16.4M (Projected)
Size: 17,707 acres

The Sprague Road Interceptor is a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service. The interceptor is approximately 39,600 feet in length (7.5 miles) running along Sprague Road from Moorefield Road on the west and flowing east to McAllen's North Wastewater Treatment Plant. To the extent possible, existing available rights-of-way will be utilized for the proposed alignment to minimize land acquisition costs.

The service area for this project is in Hidalgo County and is bounded roughly by Monte Cristo Road (FM 1925) on the north and Mile 6 Road on the south and by Bentsen Palm Drive on the west and Ware Road on the east, as delineated on Exhibit 2. The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area.

Construction of this Interceptor line is the first phase for servicing this area with wastewater collection and treatment services. This interceptor main is considered to be the first phase of the project and will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18" to 48" diameter pipe.

KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS

Weslaco, Texas



Client: City of Weslaco
Contact: Mike Perez
255 South Kansas Avenue
Weslaco, Texas 78596
(956) 968-3181
mrperez@weslacotx.gov

Completion Date:
Design - Sept. 2021
Construction - Ongoing
Construction cost: $4.6M
Size: N/A

This project is professional services for Phase 1 of Project 3 – Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park, which is a part of the master drainage plan Halff Associates developed for the City of Weslaco in 2019. This phase consisted of designing two (2) 8 ft by 6 ft reinforced concrete boxes under Agostadero Street from South Sinclair Avenue east to the Hidalgo & Cameron County Irrigation No. 9 (HCCID No 9) Drainage Ditch, east of Paseo Del Norte Road. Also included in this scope is setting a new alignment for the HCCID No 9 Drainage Ditch, developing plans for backfilling the old drainage ditch, utility adjustments for both the sewer and water main lines, storm improvements along Agostadero Street and pavement improvements within construction limits, curb and gutter improvements, and concrete work for sidewalks and residential driveways.

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281 WATERLINE PUMPSTATION PROJECT

Edinburg, Texas



Client: City of Edinburg
Contact: Gerardo Carmona, Jr.
415 W. University Dr.
Edinburg, Texas 78541
(956) 388-8212
gcarmona@cityofedinburg.com

Completion Date: Ongoing
Construction Cost: N/A (Ongoing)
Original Construction Budget: $13M
Size: 62,000LF

The project consists on water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists on removing existing PVC (approximately 27,000 LF) and AC lines (approximately 9,500 LF), and replacing them with approximately 45,000 LF of 8" and approximately 17,500 LF of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed in the future.

BROWNSVILLE PUBLIC UTILITY BOARD ANNEX BUILDING

Brownsville, Texas



Client: Brownsville Public Utility Board
Contact: Marie C. Leal, PW
1425 Robinhood Drive, Brownsville, TX 78521
Phone: (956) 983-6234
Email: MLeal@brownsville-pub.com

Completion Date: Jul. 2021
Construction Cost: 23.1M
Size: 63,000SF

The Brownsville Public Utility Board's (BPUB) new Annex building is a threestory modern office building that creates office spaces for customer services, utility engineering, financial management, and executive office spaces. It houses the BPUB energy control center, Network Operation Center and SCADA center, and pump stations management. As a result of housing such important departments and major operation centers, the building is designated as a Risk Category IV Essential Facility. Redundant electrical, mechanical, and communication systems support the daily operations of BPUB and accommodate needs required during an emergency event. The design's board room is sufficiently flexible to function as an emergency control center and provide employees with overnight facilities, if needed.

Halff was an MEP engineering consultant working on planning, coordinating, and designing the building. The new building provides office space to four utility departments; accounts, engineering, information technology (IT), supervisory control, and data acquisition (SCADA). The new facility holds an IT Network Operation Center (NOC), SCADA Network Operation Center, and an Energy Control facility. The IT NOC is equipped with an In-Row Cooling Rack System with UPS backup. The SCADA NOC is also fitted with a 2N+1 In-Row Cooling Rack System and UPS backup. The SCADA and IT NOCs are also backed up by redundant power generators.

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MCALLEN PUBLIC UTILITY NORTH WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM STUDY

McAllen, Texas



Client: McAllen Public Utility Board
Contact: Marco Ramirez, PE
311 N 15th Street
(956) 681-1775
MRamirez@mcallen.net

Completion Date: September, 2021
Construction Cost: N/A
Size: 750kW

The study for the North Wastewater Treatment Plant Electrical System included identifying power distribution equipment deficiencies, code compliance issues and standby power generation usage. In addition, the study incorporated recommendations for a safer automated transfer scheme for standby power backup and an engineer's statement of probable construction costs. Findings and recommendations were presented to client and lead to an engineering design contract. The scope of work included the addition of two new standby generators at strategic locations for optimal cost savings. The new generators were 500kW and 750kW, sized for only the critical electrical motor loads required for the continuous operation of facility during utility power outages. The switchover from utility power to generator power was accomplished by implementing automatic transfer switches at each of the main electrical rooms. This method of automation increases operator personnel safety and decreases electrical downtime.

HALFF'S EXPERIENCE WITH THE CITY OF EDINBURG

Halff has worked with and within the City of Edinburg for a number of years. We have held several recent and ongoing contracts directly with the City as well as provided services on City projects as a subconsultant. The following is a sample of more recent projects that Halff has successfully completed for the City of Edinburg:

*Projects Included in Firm Qualifications and Experience**

- **McIntyre Square Project, Boundary Survey (3.93 ac)**
- **ROW Exhibit for Sugar Rd., Chapin to Monte Cristo**
- **Land Surveying, Wisconsin Rd. from I-69C to West City Limits**
- **Land Surveying and ROW Mapping, Sprague Rd. from Jackson Rd. to West City Limits (1.62mi.)**
- **Land Surveying and ROW Mapping, Chapin Rd. from I-69C to West City Limits (3.57mi)**
- **Land Surveying and ROW Mapping, Trenton Road- I-69C to East City Limits (1.3 mi.)**
- **Survey Fire Station 5 Boundary Survey and ROW Acquisition for Lift Station**
- **Bicycle & Pedestrian Masterplan - Landscape Architecture services for a Bicycle and Pedestrian Master Plan for the City of Edinburg**
- **Survey and ROW acquisition for additional property for Lift Station Number 42 at Alberta and I Rd.**
- **Appraisal and ROW services for Chapin Rd. Bridge Project**
- **ROW Acquisition Services for 20-foot Easement on Canton Road**
- **New Auxiliary Generator Replacement at Downtown Water Treatment Plant High Service Pump Station**
- **Additional Waterline Improvements along US Hwy North 281 ***
- **Professional Services for US Hwy North 281 Water Distribution System Improvements from SH 186 to FM 490**
- **Downtown Parking and Retail Facility at Closner Boulevard**

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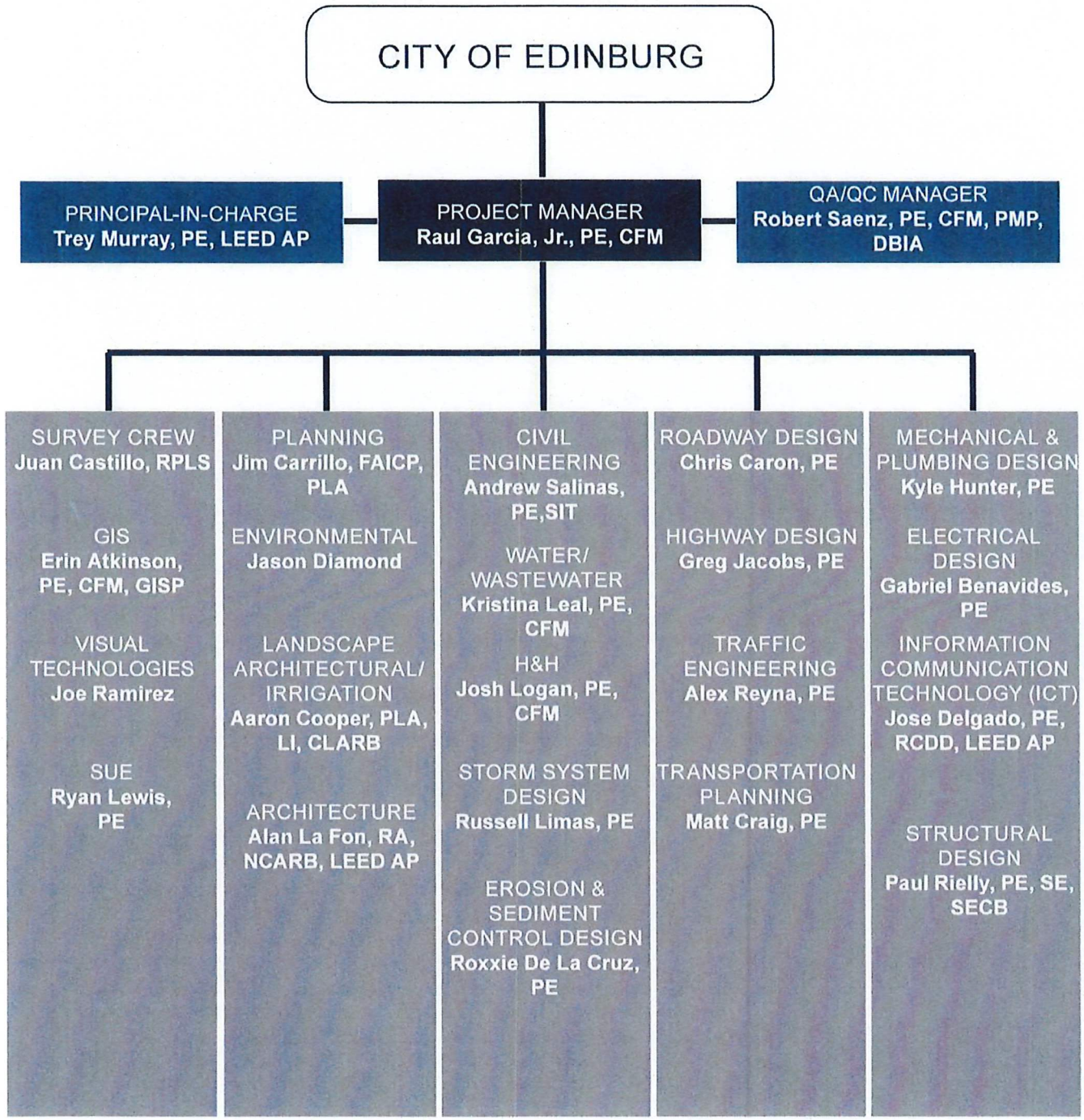
HALFF

5. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

TEAM MEMBER QUALIFICATIONS & EXPERIENCE

Halff's team is more than capable of meeting the City of Edinburg's needs. As our organization chart indicates, our team is vast and covers all the scope of services listed in the Request of Qualifications. Resumes summarizing each team member's experience are included in the following pages.



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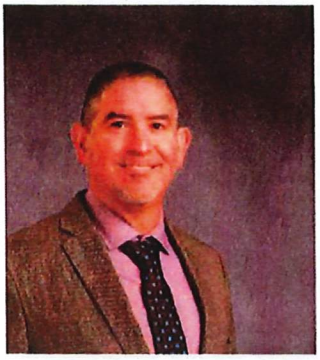

RAUL GARCIA, JR., PE, CFM

Project Manager

Raul joined Halff in 2000. He has more than 20 years of experience in civil engineering, planning, design, and project management for both public and private clients. He has provided land development and site work engineering for a number of office, warehouse, commercial sites, and mixed-use development.

EDUCATION

BS/Agricultural Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas – No. 94855

Certified Floodplain Manager Texas - No. 0954-06N

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Master Drainage Plan, Alton, Texas** - Project Manager for a civil drainage master plan to develop a comprehensive evaluation of the existing drainage conditions to get an understanding of the drainage infrastructure.
- **Retiree Haven, McAllen, Texas** - Project Manager for the civil design of a storm sewer system, lift station and 16-inch force main and lowering of the existing residential streets to accommodate the new drainage system.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Project Manager for the preparation of a topographic/improvement survey and boundary survey for 240 acres of Isla Blanca Park.
- **Sharyland Plantation, McAllen, Texas** - Team Leader for the engineering and development of 6,000-acre tract.
- **Anzalduas Highway Lift Stations, Water & Wastewater Trunk Lines, Mission, Texas** - Project Manager for the design of two lift stations, wastewater trunk lines, force mains and water trunk lines along the Anzalduas Highway Corridor.
- **McAllen Convention Center, McAllen, Texas** - Assistant Project Manager for the preliminary civil design for the master plan of a 180-acre commercial site.
- **City of Weslaco Stormwater Improvement Plan, Weslaco, Texas -** Project Manager in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Mission Plaza Development at Northeast Corner of W. Griffin Parkway and N. Conway Avenue Mission, Texas -** Project Manager for a feasibility study and preliminary design for Mission Plaza Development in Mission, Texas. Topographic survey of the site was used to evaluate and develop the preliminary civil site design.
- **Sharyland Plantation Honduras Drive, McAllen, Texas** - Project Manager for the extension of 2,500 lf of 44' back to back concrete roadway in McAllen, TX. Plans also included the design of a 360 GPM lift station with 2,000 ft of 6" forcemain. Storm system included the design of 2,200 ft of 72" RCP. Plans included paving and dimensional control, drainage design, utility plan and profiles, lift station design, and erosion control. Structural design of the wetwell slab and electrical design of the lift station was also included.
- **Glasscock Road, Mission, Texas** – Project involved the civil design of a 57 ft B-B roadway within the Sharyland Plantation. Civil construction documents were developed for paving, grading, drainage, and utility design.
- **Blueline Ditch Study, McAllen, Texas** – Project Manager responsible for the drainage analysis and design for a section of the Blueline drainage ditch in McAllen. The project consisted of the analysis of the ditch and the impacts of overlaying with a proposed parking area. This included H&H modeling using Infoworks. The analysis and design concluded that two 10'X8' box culverts would be proposed and the downstream ditch would be widened to mitigate the lost volume without impacting the surrounding neighborhoods.

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TREY MURRAY, III, PE, LEED AP

Principal-In-Charge

Trey joined Halff in 2001. He has been involved in all aspects of MEP engineering design and construction management for commercial, institutional, industrial and educational facilities. He has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the mechanical engineer of record for eight LEED certified projects.

EDUCATION

BS/Mechanical Engineering, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 87004

LEED Accredited Professional

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for a multi-disciplinary project for the renovation of an existing park.
- **McAllen Performing Arts Center, McAllen, Texas** - Mechanical Engineer for a new municipal 1,800 seat, 93,500 sf performing arts complex.
- **Hidalgo County Drainage District No. 1 New Administration Building, Edinburg, Texas** - Mechanical Engineer for the mechanical design and construction of a new 9,000 sf facility.
- **McAllen Memorial High School Softball Field, McAllen, Texas** - Electrical Engineer responsible for the renovation of stadium lighting.
- **Pharr Convention Center, Pharr, Texas** - MEP Project Manager and Mechanical Engineer for the mechanical design and renovation of an existing 35,000 sf events center.
- **U.S Federal Courthouse, San Antonio, Texas** – Mechanical QA/QC for a new 227,000 sf federal courthouse facility. Work included preliminary design concepts through final design review for a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Hidalgo County– New County Courthouse, Edinburg, Texas** – MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice facility for the County. The 7-story facility included 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces. HVAC systems included a 1,500-ton water-cooled central plant, 8 custom central station air handlers, terminal units and ductwork. Special mechanical systems included multiple dual-coil computer room air conditioners, detention area smoke control systems and stair pressurization.
- **Hidalgo County Drainage District – New Administrative Building, Edinburg, Texas** – Mechanical Engineer of Record for a new, 9,000 sf admin facility for the District. HVAC systems included two packaged 25-ton RTU's and VAV boxes. Plumbing work included sanitary sewer and domestic water systems.
- **City of McAllen Fire Station/Emergency Operations Center, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for a new Central Fire Station. The facility consisted of a 6,200-sf firehouse, 8,000 sf apparatus bay, and 20,000 sf administration and emergency operations center. Mechanical systems included DX split systems and roof-top units as well as vehicular exhaust systems and general ventilation. Plumbing systems include standard sewer/vent and water as well as oil separators and compressed air.
- **City Hall Condenser Replacement, McAllen, Texas** – Project Manager and Mechanical Engineer of Record for the replacement of air-cooled condensers. The project required the removal of four existing 75-ton air-cooled condensers from the 3rd story roof of the City Hall Building. Four new units were specified to replace those removed. New controls were specified to connect the new condensers, as well as new electrical service and disconnects. In addition, two condensing units serving computer spaces were installed. The project documents also included a phasing schedule such that the building could continue its normal operation

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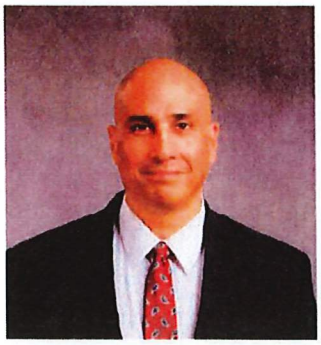

ROBERT SAENZ, PE, CFM, PMP

QA/QC Advisor

Robert joined Halff in 2001, bringing more than 36 years of experience. He has experience in civil engineering, planning, design, project management and construction management for both public and private clients. His extensive work with city, county, state and federal agencies has given him insight into feasibility analysis, preliminary engineering and project financing

EDUCATION

BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 82072

Certified Floodplain Manager, Texas No. 0256-00N

Project Management Professional, No. 1767964

Design-Build Certification

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Principal-in-Charge for the civil design of a four-lane, 52-foot-wide roadway with curb and gutter.
- **Isla Blanca Park Improvements, South Padre Island, Texas** - Principal-in-Charge for improvements to an existing 150-acre county coastal park facility.
- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - QC Manager responsible for the design of the wastewater collection system trunk lines and two wastewater lift stations to service 1300 acres.
- **McAllen Convention Center, McAllen, Texas** - Project Manager for developing a master plan for a 180-acre commercial site.
- **Retiree Haven, McAllen, Texas** - Civil design of a storm sewer system, lift station and 16-inch force main and the lowering of the existing residential streets to accommodate the new drainage system.
- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** – Principal in Charge in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit. The purpose of the storm water improvement plan to develop a comprehensive evaluation of the existing drainage conditions throughout the city of Weslaco, Texas by modeling the present drainage infrastructures as accurate and concurrent as possible using GIS software. Data collection and model inventory included gathering, organizing, and reviewing of all data provided. GIS data was collected and catalogued. Hydrologic and Hydraulic models were prepared and utilized to assess flood risk and identify flood mitigation solutions for various areas of the city.
- **Bicentennial Extension Project, McAllen, Texas** - Principal in Charge in the planning phase which consisted of providing the horizontal & vertical alignment and drainage design for the road. Also developed cost estimates for the project. The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas.
- **Rio Grande Valley World Birding Centers, Texas** – Project Manager for the civil engineering design and development of construction documents. The civil improvements were for three main sites of the World Birding Centers located in Mission, Weslaco, and Brownsville Texas. The projected included the design of on and offsite utilities, site grading, drainage, sidewalks and walking trails, and parking facilities.
- **Delta Region Water Management Project Feasibility Report, Hidalgo County, Texas** – Principal in Charge for the submission of an economic feasibility of the Delta Reservoir and the Water Management Project it is part of. Halff is looking at the firm yield of water at the Delta Reservoir site, investigating and identifying ways to make the proposed site function as a flood mitigation facility and identifying uses and users for the captured water.

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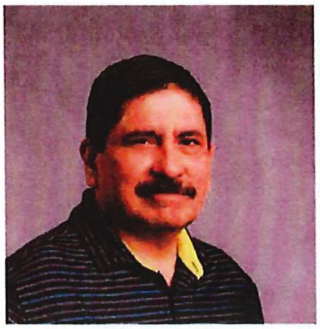

JUAN CASTILLO, RPLS

Survey

Juan joined Halff Associates in August 2018, with over 25 years of experience in all phases of Land Surveying, including, but not limited to, Project Management, supervising field operations, quality assurance and quality control, scheduling of field crews and the preparation of surveying proposals, performing Boundary Surveys, ALTA/ASCM Surveys, Establishing Horizontal & Vertical Surveys, Topographic Surveys, Design Surveys, Lease Survey Plats, Aerial Surveys, Easements Surveys, Parcel Acquisition Maps (Right of Way Mapping), As Built Surveys, Elevations Certificates, Mortgage Improvements Surveys, etc.

EDUCATION

BS/Civil Engineering, Universidad Autonoma De Nuevo Leon, Mexico

REGISTRATION

Registered Professional Land Surveyor State of Texas No. 6146

REPRESENTATIVE PROJECT EXPERIENCE:

- **McAllen International Airport** - Project Manager for the development of Runway 14-32 Taxiway Drainage Improvements. Phase 1-4. Project Manager for the Development of Design Survey.
- **UPS McAllen Expansion Subdivision Plat** - Project Manager for the development of being 15.234 acres being out of Lot 3, Block 5 of the A.J. McColl Subdivision and all of Lots 12-16 of the Northeast Industrial Subdivision Amended. (on going)
- **AEP Design Survey services** - Project Manager for the development of 2.3 miles, locating improvements and visible utilities, existing right of way in different areas in McAllen, Texas. Performed a Topographic Survey in AutoCAD and staking the street apparent existing right of way.



ERIN ATKINSON, PE, CFM, GISP

Geographic Information Systems

Since joining Halff in 2001, Erin has been involved with a variety of projects using GIS technology to assist with the engineering process through spatial analysis. He has experience integrating GIS with floodplain management, stormwater modeling, stormwater utility, mitigation planning, GPS field assessment, asset inventory, environmental analysis, LiDAR analysis, web map development, project management with web-based mapping and custom GIS training.

EDUCATION

MS/Civil Engineering/ Water Resources, Texas Tech University
MS/Environmental Technology/Water Quality, Texas Tech University
BS/Wildlife Management, Texas Tech University

REGISTRATION

Registration Professional Engineer, Texas No. 97353
Certified Floodplain Manager, No. 0481-03
Certified GIS Professional (GISP), No. 48766

REPRESENTATIVE PROJECT EXPERIENCE:

- **GIS Data Hosting and Web Map Development, Panola County Groundwater Conservation District, Panola County, Texas** – Project Manager for the PCGCD groundwater well online management system.
- **Lubbock Stormwater Master Plan, Lubbock, Texas** – Program Manager responsible for overseeing the comprehensive stormwater master plan.
- **Wharton County Drainage Study, Wharton County, Texas** – Developed automation procedures to extract TINs and DEMs from an ESRI terrain dataset.
- **National Weather Service, Rio Grande Inundation Mapping, Texas** – Project Manager for flood severity mapping at four-gauge sites along the Rio Grande; Del Rio, Eagle Pass, Laredo, and Rio Grande City.
- **Texas Water Development Board (TWDB), State CTP Projects, Texas** – GIS Practice Leader who oversaw GIS and automation tasks for all TWDB state CTP projects.

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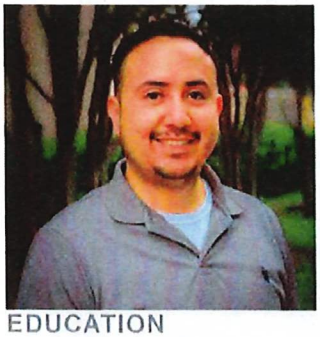


JOE RAMIREZ

Visual Technologies

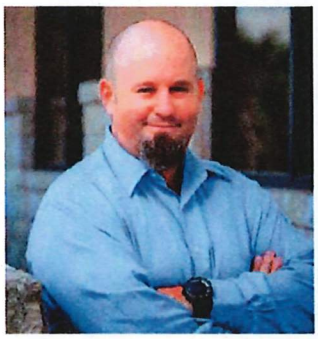
Joe joined Halff in 2001. He worked as a drafter in the transportation department for five years on various road projects before he transferred to the VST department.

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 281, Pharr, Texas** – Modeled and textured proposed road project design and added traffic. Modeled and textured buildings in project limits. Animated camera to show traffic flow.
- **Wilbarger Street, Fort Worth, Texas** – Modeled and textured existing and proposed intersection conditions and added traffic animation. Animated camera to show traffic flow at the intersection.
- **Alameda, El Paso, Texas** – Modeled and textured proposed roundabouts and surrounding buildings. Added vegetation, parked cars and traffic to the scene. Matched lighting conditions to match the aerial.
- **IH35W, Fort Worth, Texas** - Modeled and textured buildings within the right of way limits. Modeled road geometry and added traffic to the project. Created photo match images for the client of pedestrian bridges.
- **IH 35E, Dallas, Texas** - Modeled roadway and surrounding topo. Added traffic to the project and created animated camera for the scene.

EDUCATION

AAS/Multimedia, Westwood College
AAS/CAD, ITT Technical Institute



RYAN LEWIS, PE

Subsurface Utility Engineer (SUE)

Ryan joined Halff in 2002, bringing three years of design experience. He has experience in the layout, planning and design of water, sewer and drainage utilities and preparing engineering reports, detailing applicable design criteria and results, bid tabulations, submittals, contract documents and specifications for these projects.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Simon Property Group, McAllen, Texas** – SUE Project Manager responsible for various SUE services at La Plaza Mall for an expansion project. Provided level B/D SUE services for 70,000 lf of utilities.
- **Texas A&M University Kingsville, Kingsville, Texas** - SUE Project Engineer responsible various SUE services at the campus. Provided level B/D SUE services for 300,000 lf of utilities. Provided level A SUE services for 45 vacuum excavated test holes on various utilities.
- **TxDOT Pharr District** – SUE Project Manager responsible for various SUE services for the following projects:
- **US 77 from Conley Road to 4.25 miles north of Conley Road, Willacy County, Texas** – Provided level B SUE services for approximately 190,000 lf of utilities.
- **Los Indios Border Safety Inspection Facility, Cameron County, Texas** – Provided level A SUE services for 12 vacuum excavated test holes.
- **Pharr-Reynosa Border Safety Inspection Facility, Hidalgo County, Texas** – Provided level A SUE services for 15 vacuum excavated test holes.

EDUCATION

BS/Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer, Texas No. 95767

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JIM CARRILLO, FAICP, PLA

Planning

Jim is Halff's Director of Planning and has an extensive background in long-range master planning, urban design, park planning and site development. His responsibilities as a planner have included comprehensive city and park master planning, land use master planning, site planning and development, feasibility studies, zoning and subdivision ordinance review, parcelization and subdivision layouts, zoning case studies and coordination and highway visual impact mitigation studies.

EDUCATION

BS/Landscape Architecture, Texas A&M University

REGISTRATION

Certified Planner, American Institute of Certified Planners - No. 9875

Professional Landscape Architect, Texas No. 1377

REPRESENTATIVE PROJECT EXPERIENCE:

- **Alton Parks, Recreation and Open Space Master Plan, Alton, Texas –** Principal-in-Charge for the city's first parks and recreation master plan since 1998.
- **Sharyland Plantation, McAllen, Texas** - Project Planner for developing the initial master plan for a 6,000-acre new town south of McAllen and Mission, located in one of the fastest growing metropolitan areas of the US.
- **McAllen Parks Master Plan/Recovery Action Plan, McAllen, Texas** – Project Planner for the preparation of a master parks plan focused on acquisition of land for parks in underserved portions of the community.
- **Heart of the City, McAllen, Texas** – Project Manager and Lead Planner for an innovative master plan for downtown McAllen.
- **Harlingen Comprehensive Plan, Harlingen, Texas** - Lead Planner and Project Manager for update of the city's long-range plan.



JASON DIAMOND

Environmental

Jason joined Halff in 1995. He is a team leader for Halff's Environmental Services group and is responsible for the management of projects requiring environmental reviews in accordance with the National Environmental Policy Act (NEPA).

EDUCATION

BS/Environmental Science, Texas Christian University

REPRESENTATIVE PROJECT EXPERIENCE:

- **Bicentennial Boulevard Extension, McAllen, Texas** - Environmental Project Manager for directing the completion of the EA and public involvement for the proposed construction of a new roadway in McAllen.
- **Anzalduas U.S. Land Port of Entry Project, Categorical Exclusion, Hidalgo County, Texas** - Environmental Project Manager for directing the completion of scoping documents and technical reports required for a CE determination by the TxDOT Pharr District for the construction of additional northbound queue lanes, canopies and inspection booths at the Anzalduas International Bridge in McAllen.
- **Dove Avenue Extension from N. Bentsen Road to N. 41st Street, Environmental Assessment, McAllen, Texas** – Project Manager for directing the completion of the EA for compliance with NEPA requirements and TxDOT guidelines for the proposed extension of a 4-lane arterial street to cross an irrigation canal operated by the HCID No. 1.
- **Trinity Trails East, Categorical Exclusion, Tarrant County, Texas** – Project Manager for the construction of a 2.7-mile hike and bike trail extension from Handley-Ederville Road to the River Trails Park in Fort Worth

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AARON COOPER, PLA, CLARB, LI

Landscape Architecture/Irrigation

Aaron is a landscape architect at Halff that will serve as the Project Manager and primary point-of-contact with the City of Pflugerville. With 11 years of experience in landscape architecture, streetscape planning and design, parks, recreation, and sports facilities planning and design, bicycle facility and trail planning and design, corridor planning, and site-specific master plans and land development design.

REPRESENTATIVE PROJECT EXPERIENCE:

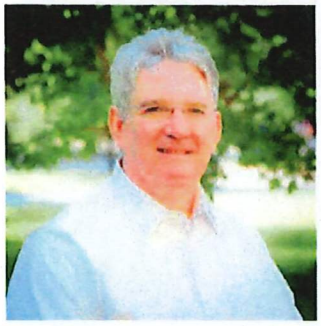
- **Garey Park, Georgetown, TX**. Landscape Architect responsible for the development of construction and bid documents. Halff provided design services for a new 525-acre park located in the Edwards Aquifer Recharge Zone.
- **Lakeside Park, Marble Falls, TX.** Landscape Architect responsible for assisting the Project Manager in development of construction plans for redevelopment of a municipal park. Final plans included site plans and details for an artificial beach that allows the adjacent lake to naturally exchange water, an outdoor shower, a hike and bike trail, supporting retaining, hardscape, and lighting layout, as well as grading plans.
- **Lakeline Park, Cedar Park, TX**. Landscape Architect, Irrigator and Deputy Project Manager for development of construction documents for Lakeline Park Phase 1 in Cedar Park, Texas. Phase 1 includes a multi-purpose pavilion/ performance area, food truck vending area, great lawn, restrooms with maintenance and operations storage, playground, canoe/kayak launch facilities, as well as supporting pavilions, parking, hardscape, retaining and grading.

EDUCATION

BLA, Texas Tech University

REGISTRATION

Professional Landscape Architect - Texas No. 3105
Licensed Landscape Irrigator - Texas No. 24462
CLARB No. 44127



ALAN LA FON, RA, NCARB, LEED AP

Architecture

Alan brings more than 30 years of project management experience to Halff. He is responsible for managing design teams through all phases of new project development from design concept through building construction close out.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shannondale Continuum of Care Campus Master Plan, Maryville, Tennessee** - Architect for providing development strategies for numerous single-family homes, a community center, water features and care facilities into a cohesive village-like plan.
- **California State University, Fresno, California** - Architect for future facility requirements, infrastructure planning and review of proposed design of newly constructed facilities.
- **Chickasaw National Cultural Center, Sulphur, Oklahoma** – Project Manager for the 80,000 sf $30,000,000 museum and cultural center.
- **City Hall, Fresno, California** – Project Manager for the design and detailing of various building components for interior construction and space planning for over 2,000 staff members.
- **Madera Intermodal Transportation Facility, Madera, California** – Architect for the development of a master plan and individual building remodels for a transportation center linking train, bus and dial-a-ride services for Madera.

EDUCATION

MA/Architecture, Texas A&M University
BA/Architecture, California Polytechnic State University, San Luis Obispo

REGISTRATION

Registered Professional Architect, Texas No. 22920
National Council of Architectural Registration Boards - Certificate No. 43975
LEED AP Fellow

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ANDREW SALINAS, PE, SIT

Project Manager

Andrew joined Halff in May 2021 as a Civil Engineer and Project Manager in Halff's McAllen office. He possesses a diverse background in land development for municipal and county projects; this includes the review and implementation of roadways, drainage, water and wastewater infrastructure.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Shops at 29th, Commercial Park, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **The Village at Renaissance Townhouses & Apartment Complex - McAllen, Texas*** - Project Engineer for this Multi-family development in McAllen, Texas. Responsibilities included plan analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements.
- **Sharyland Business Park, Warehouse Additions, McAllen, Texas*** - Project Engineer responsible for plan review, analysis, and coordination for the implementation of new paving, drainage, water, and sanitary sewer improvements for a multitude of warehouse sites throughout the Sharyland Business Park development.

EDUCATION

MS/Geospatial Survey Engineering, Texas A&M University, Corpus Christi
BS/Civil Engineering, University of Texas, San Antonio

REGISTRATION

Licensed Professional Engineer, Texas – No. 128943
Surveyor In Training, Texas – No. 110151
Licensed Real Estate Agent, Texas – No. 616101



KRISTINA LEAL, PE, CFM

Water/Wastewater Design

Kristina joined Halff in 2006, bringing five years of municipal experience in civil engineering and two years of experience in geotechnical engineering. She has experience in civil engineering, planning, design and project management for public agencies and experience in construction management for both public and private clients. Her work as a Project Manager and Engineer for the cities of McAllen and Harlingen have made her familiar with the local county, state and federal agencies and local contractors and construction practices.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Sprague Road Interceptor Sewer, Hidalgo County, Texas** - Project Engineer for the civil design of a 7.5-mile-deep gravity wastewater line that will serve 18,000 acres.
- **McAllen Reuse Line, McAllen, Texas** - Project Engineer for the civil design of 29,000 lf of wastewater reuse line to be for irrigation of existing parks.
- **South 33rd Street and Formosa Avenue Paving & Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for the two main roads located within the Foreign Trade Zone.
- **North 29th Street Paving and Drainage Improvements, McAllen, Texas** - Project Manager for the civil design and construction of paving and drainage improvements for 29th Street from 5 Mile to 6 Mile Line Roads.

EDUCATION

MS/Civil Engineering, University of California at Berkeley
BS/Civil Engineering, Massachusetts Institute of Technology

REGISTRATION

Professional Engineer, Texas No. 94759
Certified Floodplain Manager, No. 0943-06N

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JOSH LOGAN, PE, CFM

Hydraulics & Hydrology

Josh joined Halff in January of 2002. He has worked on a wide variety of projects including large-scale hydrologic and hydraulic studies, land development, utility rehabilitation and relocation, erosion control design and a selection of transportation projects, though his primary focus has been in flood mitigation analysis and drainage infrastructure design. Josh has managed various projects through all stages of analysis and design. He has been intimately involved with the planning, detailed design and PS&E preparation and successful construction management phases of several projects.

EDUCATION

BS/Civil Engineering, Texas Tech University

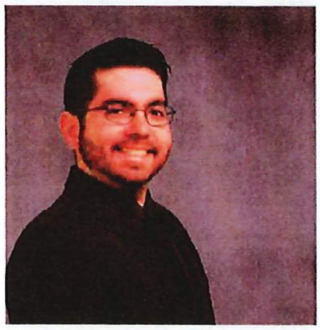
REGISTRATION

Professional Engineer, Texas No. 100005

Certified Floodplain Manager, Texas No. 3758-19N

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



RUSSELL LIMAS, PE

Storm System Design

Russell joined Halff as a Graduate Engineer in June 2018, with experience in a variety of water resources, public utilities, and land development working as an intern for Halff during the summers of 2016 and 2017. He is specialized in Water Resources, Public Utilities, Transportation, and Land Development.

EDUCATION

ME/Civil Engineering, Texas A&M University

BS/Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas - No. 58946

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Weslaco Storm Water Improvement Plan, Weslaco, Texas** - Graduate Engineer assisted in developing exhibits using ArcGIS, reviewing existing and proposed floodplain map, conducting public meetings with the city, and calculating Benefit-Cost Analysis (BCA) ratios for potential drainage projects using FEMA's BCA toolkit.
- **Sprague Road Interceptor Sewer Project, Hidalgo County, Texas** - Graduate Engineer assisted in estimating wastewater demands, sewer alignment, and compiling construction documents and specification manuals. The project consists of designing the Sprague Road Interceptor, a deep, wastewater line to serve the subdivisions and Colonias within the project area. The interceptor is approximately 7.5 miles that will serve approximately 18,000 acres.
- **2018 HCDD1 Drainage Bond Project #24, Hidalgo County, Texas** - Graduate Engineer assisted in designing storm drainage systems as well as in developing maps, calculating drainage areas, measuring channels, culverts, ditches, etc. Using ArcGIS and MicroStation.

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ROXXIE DE LA CRUZ, PE

Erosion & Sediment Control Design

Roxxie joined Halff in 2015, after graduating University of Texas-Pan American. Since joining the McAllen Team, Roxxie has engaged in the development of engineering Storm Water Pollution Prevention Plans (SWPPP), cost estimates, drainage reports, subdivision plats, and the development of construction/design plans and specifications for civil projects involving: sanitary sewer and water, drainage, erosion control, paving and dimension, and utility relocations. Ms. Mann has assisted in construction administration tasks when required by the Client, as well as attended construction meetings and site visits.

EDUCATION

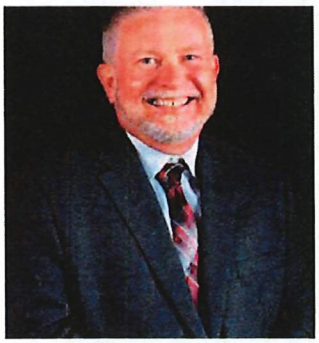
BS/Civil Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 137892

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of Alton Master Drainage Plan, City of Alton, TX** – Senior H&H Manager. Oversaw project team's hydrologic and hydraulic analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas.
- **City of Pearland/Brazoria Drainage District No. 4 Drainage Master Plan, Pearland, Texas** – Project Engineer responsible for QC of the ditch capacity analysis portion of the drainage master plan. The Pearland/Brazoria DD4 Drainage Master Plan is located within the shared boundary of the City and BDD4, which encompasses a combined area of nearly 97 sq. miles.
- **Colorado River Flood Control Project, USACE Fort Worth District, Wharton, Texas** – Project Engineer for design and preparation of plans, specifications, and estimates for approximately 15,000 lf of new levee, floodwall, interior drainage facilities, and stormwater infrastructure improvements in the city of Wharton.



CHRIS CARON, PE

Roadway Design

Christopher Caron joined Halff in 2019. He worked for over 30 years with TxDOT in the Corpus Christi area, serving in various positions of increasing responsibility throughout the agency. He retired in 2018 in the position of Corpus Christi District Engineer. Chris is a native of South Texan from George West, Texas and has held various posts throughout his career in the community.

EDUCATION

BS, Civil Engineering, Texas A&M University

Bachelor of the Arts, Mathematics, Southwestern University

REGISTRATION

Professional Engineer - Texas No. 80168, Exp: 12-31-2021

REPRESENTATIVE PROJECT EXPERIENCE:

- **City of McAllen, Bicentennial Blvd. Extension, McAllen, Texas** - The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107 in McAllen, Texas. Services included civil and structural engineering, as well as surveying and landscape architecture for Bicentennial Extension Project.
- **IH 69/US 77, Texas** - As the Corpus Christi District Area Engineer for Jim Wells, Live Oak and Kleberg Counties, Chris oversaw the development and planning of the expansion of the IH 69/US 77 Freeway System through Kingsville, George West and Alice
- **IH 69 (US 77 and US 281), Texas** - As District Engineer for the Texas Department of Transportation (TxDOT), Chris was responsible for the oversight of the design and two new interstate highways to provide connectivity between the Coastal Bend and Rio Grande Valley of Texas.

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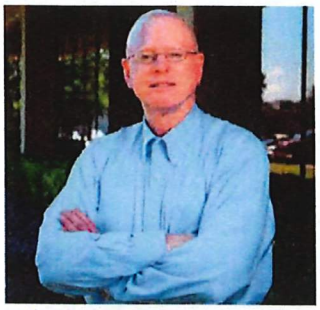

GREG JACOBS, PE

Highway Design

Greg joined Halff in 1989, bringing nine years of previous engineering and construction experience. He has designed and supervised the civil design of highways, toll roads and other transportation-related projects.

REPRESENTATIVE PROJECT EXPERIENCE:

- **US 83 Reconstruction, TxDOT Pharr District, McAllen, Texas** - Project Manager for the design of 6 miles of highway reconstruction expanding and upgrading existing facility to 6 lanes plus auxiliary lanes.
- **FM 2061, TxDOT Pharr District, Hidalgo County, Texas** - Project Manager for the design of 4 miles of highway reconstruction, expanding and upgrading existing facility to 5 lanes including crossing two major 0.4-mile wide floodways.
- **US 77 & 83 Reconstruction, TxDOT Pharr District, Brownsville, Texas** – Project Manager for advanced preliminary engineering for 6 miles of freeway reconstruction.
- **IH 10 Widening from 0.5 Mile East of Martin Luther King Jr. Drive to the Sabine River, TxDOT Beaumont District, Orange, Texas** – Project Manager for the development of schematic and PS&E for the reconstruction and widening of 4 miles of controlled access urban interstate highway including the widening or replacement of bridges at two waterway crossings. Project minimized impacts to 1¼ mile of wetlands within the Sabine River floodplain

EDUCATION

MBA, Southern Methodist University
BS/Civil Engineering, Lamar University
BS/Building Construction, Texas A&M University

REGISTRATION

Professional Engineer, Texas No. 67152



ALEX REYNA, PE,

Traffic Engineering

Alex has 17 years of experience in a wide variety of traffic engineering work, such as traffic impact analysis, traffic signal warrant studies and design, traffic signal timing, quality estimating, and microscopic traffic simulation modeling. Alex has spent his entire professional career performing traffic operational analyses for clients throughout Central Texas. From microsimulation of traffic signals within Cedar Park to managing the entire traffic operations during Circuit of the Americas large events, Alex will be a valuable resource to the GLO.

REPRESENTATIVE PROJECT EXPERIENCE:

- **ARDOT Sherwood Hwy 176Y - Little Rock, Arkansas** - This study will recommend needed improvements for Highway 176Y between Highway 176 and Highway 67, inclusive of cross-street and frontage roads.
- **Riverside Drive Hike and Bike Trail Phase 1, San Marcos, TX** - Due to an increase in pedestrian traffic traveling from River Road on the east side of Interstate Highway 35 (IH 35) to Riverside Drive on the west side of IH 35, the City has proposed the creation of a hike and bike trail to create a safe route for pedestrians to access public facilities from the east side of IH 35
- **Harvey Mitchell Road Hike and Bike Trail, College Station, TX.*** Responsible for the design of a hike and bike facility from Welsh Avenue to Texas Avenue along Harvey Mitchell Parkway. The trail will be approximately 1.2 miles in length and ten feet wide in most areas.

*Project Prior to joining Halff**

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATION

Professional Engineer - Texas No. 101243

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MATT CRAIG, PE

Transportation Planning

Matt leads Halff's Transportation Planning practice. Since joining Halff in 1983, Matt has engineering experience in transportation, environmental, municipal and private sector projects

EDUCATION

MS/Civil Engineering, University of Texas at Arlington
BS/Civil Engineering, University of Cincinnati

REGISTRATION

Professional Engineer, Texas No. 69910

REPRESENTATIVE PROJECT EXPERIENCE:

- **Padre Boulevard (PR100) Traffic Engineering Study, South Padre Island, Texas** – Project Manager for the traffic engineering study to improve operations to Padre Boulevard for 14 blocks of this urban arterial in the heart of the Island's commercial district.
- **TxDOT Dallas District Advance Planning/Environmental Indefinite Delivery Contracts** - Project Manager for multiple 2-year IDC that included environment assessments, schematic design and PS&E.
- **Capital Improvements Plan (CIP) and Impact Fee Study, Fairview, Texas** – Project Engineer for the transportation component of a CIP and impact fee analysis.
- **SH 360 Corridor Improvement Study, Environmental Assessment & Schematic Design, Arlington, Texas** – Assistant Project Manager for the corridor improvement study, EA and Schematic Design for SH 360 from IH 20 to IH 30, a 6-mile urban freeway corridor.
- **Trinity Parkway Major Investment Study (MIS), Dallas, Texas** – Assistant Project Manager for planning alternatives analysis and diagrammatic roadway design for Trinity Parkway.



KYLE HUNTER, PE

Mechanical & Plumbing Design

Kyle is a highly motivated, energetic, and pro-active thought-leader in the buildings industry with 15-years of experience. His six years of project management experience covers all facets of program management - staff management, program development, strategic planning, contract development and review, budget development and management, claims prevention, design oversight, development of procurement strategies, construction management, schedule development, and management and owner occupancy planning. Kyle is an innovative engineer whose experience includes the recovery of failing programs, phased construction and the proper structuring of construction safely around occupied facilities.

EDUCATION

BS, Mechanical Engineering, Oregon Institute of Technology

REGISTRATION

Professional Engineer, Texas – No. 121984

REPRESENTATIVE PROJECT EXPERIENCE:

- **Brownsville ISD 10 Campus Mini-Gym Improvements, Brownsville, Texas** - Project Manager for the Mechanical and Electrical improvements to the existing mini-gyms at 10 different campuses. Improvement include addition of his and hers bathrooms and a Mechanical room that doubles as a utility room.
- **Saint Francis Health System: Warren Clinic Family Medicine, Medical Office Buildings, Tulsa & Broken Arrow, Oklahoma** - Project Manager for Ground-up design for two medical office buildings (MOB) in Tulsa & Broken Arrow.
- **McAllen ISD, Rowe High School, HVAC Improvements, McAllen, Texas** - Project Manager for this project at Nikki Rowe High School. This 328,938 square-foot facility required HVAC improvements that included replacement of fan coil units, air handling units, exhaust fans, hydronic piping and system improvements, and the addition of digital controls system.

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GABRIEL BENAVIDES, JR., PE

Electrical Design

Since starting his education and professional career at Halff in June 2007, Gabriel has been involved in the electrical engineering design, construction management, and project management for municipality, government, educational and commercial facilities. He has acquired extensive experience in the area of water and wastewater facilities as well as educational facilities.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Anzalduas Highway Lift Stations, Water and Wastewater Trunk Lines, Mission, Texas** - Electrical Design Engineer responsible for two waste-water lift stations that will service 1300 acres.
- **Precinct 4 Administration and Maintenance Building, Edinburg, Texas** - Electrical Engineer for the design of high efficiency lighting for two buildings.
- **Electrical System and Standby Generator Additions Study for County Courthouse, Edinburg, Texas** - Electrical Engineer for the analysis and recommendations for a new standby generator at the existing HIdalgo County Courthouse.
- **McAllen Miller International Airport, McAllen, Texas** - Electrical Engineer for the design of a switchboard load analysis to determine whether the existing service was adequate for new expansion installation.
- **Laguna Madre Treatment Plant No. 2 Emergency Generator Addition, Port Isabel, Texas** - Electrical Engineer for the design for the new emergency system addition to Laguna Madre 6 mgd Water Treatment Plant No. 2.

EDUCATION

BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 119255



JOSE DELGADO, PE, RCDD, LEED AP

Information Communication Technology

Jose joined Halff in June 2010. Prior to joining Halff, he spent a number of years in Dallas and Austin, Texas, where he was actively involved in technically challenging and sustainable demanding MEP and Information Communication Technology (ICT) projects. His experience includes a plethora of projects located across Texas and as far away as New York State. Jose's experience includes institutional, educational, industrial, commercial, and government type projects. He has been involved in the MEP and ICT design and construction management.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Texas Anti-Gang Facility, McAllen, Texas** - ICT design for the renovation of an existing 24,000 sf former public safety building to be converted to the TTIC Texas Anti-Gang Facility.
- **Hidalgo County Drainage District #1, Edinburg, Texas** - ICT Designer for a new administration building.
- **Brownsville Public Utilities Board Service Center Facility, Brownsville, Texas** - ICT Designer for a new service center facility that consists of an administration office building, warehouse building, loading docks, car wash building, fueling stations and vehicle maintenance building.
- **Texas State Technical College (TSTC), New Central Chiller Plant, Harlingen, Texas** - ICT Designer for the addition of chillers, cooling towers and pump additions for campus HVAC additions.

EDUCATION

BS/Electrical Engineering, University of Texas - Pan American

REGISTRATION

Professional Engineer, Texas No. 101998
Registered Communications Distribution Designer, No. 201201R
LEED Accredited Professional No. 10450958

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PAUL RIELLY, PE, SE, SECB

STRUCTURAL DESIGN

Paul is a senior structural engineer who joined Halff in 1982, and currently has more than 40 years of design experience. His experience includes commercial, industrial, institutional buildings, bridges, and civil projects. He has provided structural design services for more than 600 projects located throughout the United States, Saudi Arabia, Korea, and Mexico. These projects have involved a wide variety of construction materials including structural steel, reinforced concrete, post-tensioned concrete, precast/prestressed concrete, reinforced masonry, soil, timber, and fabric structures. Construction costs of projects for which Paul has served as the project structural engineer range from $100,000 to $80,000,000.

EDUCATION

BS/Architectural Engineering, University of Texas at Austin
Bachelor/Architecture, University of Texas at Austin

REGISTRATION

Professional Engineer, Texas No. 61307
Structural Engineering Certification Board, Certification No. 2568-0708

REPRESENTATIVE PROJECT EXPERIENCE:

- **Isla Blanca Park Improvements, South Padre Island, Texas** - Structural Engineer for the design and construction administration for improvements to an existing 150-acre county coastal park facility.
- **Cuates Pump Station, Laguna Madre Water District, Cameron County, Texas** - Structural Engineer for the design of a 1,200 sf single-story pump station located in a hurricane wind zone.
- **Brownsville Border Patrol, Brownsville, Texas** - Structural Engineer for the design of two building structures for the Immigration and Naturalization Service.
- **Rio Grande Valley Border Patrol Sector Headquarters, Edinburg, Texas** - Structural Engineer for the design of three buildings that are a part of the main campus for the Immigration and Naturalization Service.
- **US 83 Overpasses, Pharr, Texas** - Structural Engineer for the design of six overpasses along US 83 adjacent to the US 281 Interchange. Each overpass was 140-feet wide by 270-feet long.



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HALFF

4. REFERENCES

REFERENCES

Roel Rodriguez | City of McAllen
Title: City Manager
Phone: (956) 681-1001
Projects: Sprague Road Interceptor Sewer
Description: Halff provided Surveying, Civil Engineering and Electrical Engineering for this deep, gravity wastewater line in McAllen, Texas. It is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Paul Curtin | Hunt Valley Development
Title: Former Vice-President
Phone: (956) 739-3910
Project: Sharyland Plantation
Description: Halff provided the preparation of boundary surveys, topographic surveys, construction staking, easement preparations, and plats. Projects ranged in size from 0.5 acres to 40-acre tracts.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager

Jeff Underwood | City of Alton
Title: City Manager
Phone: (956) 432-0766
Project: City of Alton Master Drainage Plan
Description: Halff provided complex hydrologic and hydraulic (H&H) analysis, Drainage Improvements, Floodplain Mapping, InfoWorks ICM, 2D Modeling, GIS inventory and database development, Alternatives Analysis, Cost Estimating, CIP Prioritization, Agency Coordination (TxDOT, Hidalgo Drainage District #2, etc.), Web Tool Development for a Citywide Master Drainage Plan in the City of Alton, Texas.
Roles: Raul Garcia, Project Manager
Robert Saenz, Project Manager
Lorena Corpus, ROW Specialist

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HALFF

5. INSURANCE

INSURANCE

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2021

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: Carly Underwood
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES CERTIFICATE NUMBER: 21-22 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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2021	08/01/2022	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 $500,000 $25,000 $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			CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7015026436	07/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2021	08/01/2022	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	Professional Liab Incl. Pollution			03113813	07/12/2021	08/01/2022	Per Claim $1,000,000 Aggregate $2,000,000	

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

When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

Sample Certificate

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

D.H. Collings

CONFIDENTIAL/PROPRIETARY PER §552
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Supplemental Information for Response to City of Edinburg (City), Request for Qualifications, Submittal Requirements, Question 5

22 July 2022

Question:

A list of any insurance claims against the firm within the past 5 years.

Response:

Halff Associates employs more than 1,240 people in 29 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,380 active projects at any given time. Accordingly, on rare occasions Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances Halff can only release this confidential information under specific request and with the dual understandings (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. **Halff has never been adverse to the City of Edinburg (City) in any litigation or insurance claims.** Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Mr. Dan Tanksley can be reached at dtanksley@halff.com or 214-346-6290.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE
ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF



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Copyright Halff Associates, Inc.(2022)

HALFF

6. PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Halff has read the professional services agreement, will meet the prerequisite insurance requirements, and, if selected, agrees to enter in to such agreement.

PEOPLE

We wholeheartedly believe that it is people who drive our firm. Equally important are the relationships we have with our valued clients who entrust Halff to bring forth optimal solutions to the challenges they face.



AUTONOMY

You will never hear Halff described as "bureaucratic." Our leadership is involved and accessible, and our structure provides every opportunity for our professionals to be innovative and to grow and think outside the box.

TEAMWORK

Across all of our offices, Halff is a place where people collaborate rather than compete. It's a place where there are no dumb ideas and every idea has the possibility of greatness.

INTEGRITY

There is no cutting corners here. Our clients deserve honesty and transparency, and we believe success only matters when it is achieved by always doing the right thing.

QUALITY

Quality is our cornerstone. Where other firms boast it, we actually provide it. And we are proud to be known for it.

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc.(2022)

HALFF

7. CONTACT INFORMATION

CONTACT INFORMATION

RAUL GARCIA, PE, CFM
Title: Project Manager
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 458-2343
Phone (Office): (956) 445-5235
Email: rgarcia@halff.com

ROBERT SAENZ, PE, CFM, PMP
Title: QA/QC Manager, Vice President
Address: 5000 W. Military, Suite 100, McAllen, Texas 78503
Phone (Mobile): (956) 522-0395
Phone (Office): (956) 445-5220
Email: rsaenz@halff.com

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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.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

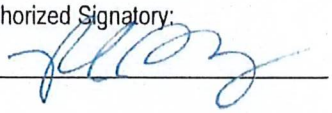
_____

Date: 8/2/2022

Company/Vendor Name: Halff Associates, Inc.

Printed Name and Title: Raul Garcia, PE, CFM; Project Manager

Authorized Signatory:



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HOUSE BILL 89 VERIFICATION

I, Raul Garcia, the undersigned representative of Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

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SENATE BILL 13 VERIFICATION

I, Raul Garcia, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

CONFIDENTIAL/PROPRIETARY PER §552
Copyright Halff Associates, Inc (2022)

SENATE BILL 19 VERIFICATION

I, Raul Garcia, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, PE, CFM; Project Manager

TYPE/PRINT NAME AND TITLE:

8/2/2022

DATE:

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Copyright Halff Associates, Inc. (2022)

The City has clarified that the following form may be left blank and "N/A" should be placed across it.

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

N/A, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of N/A (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign N/A

Title N/A

Subscribed and sworn to me this N/A day of N/A 20N/A.

By: N/A

Notary Public

My commission expires N/A

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Copyright Halff Associates, Inc.(2022)

Halff Associates, Inc.

5000 West Military Highway
Suite 100
McAllen, Texas 78503

(956) 664-0286

www.halff.com



EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2022

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No): E-MAIL ADDRESS: rebecca.egan@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : The Continental Insurance Company	35289
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Allied World Surplus Lines Ins	24319
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	08/01/2022	08/01/2023	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 $500,000 $25,000 $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			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	08/01/2022	08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim $1,000,000 Aggregate $1,000,000	

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

AVO 42063 RFQ 2020-005 Land Surveying Services - On CallCity of Edinburg and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78540-0000

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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C-461(c)-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert L. Saenz, and my date of birth is 05/02/1964.

My address is 5000 West Military Highway, #100 (street), McAllen (city), TX (state), 78503 (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 31st day of Aug. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.191b5cdc

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928538

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(c)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zapalac, Russell	Austin, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Llewellyn Sr,, Mark	Tallahassee, FL United States	X	
Killen, Russell	Richardson, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Edwards , Mark	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Baker, Jessica	Richardson, TX United States	X	

EXHIBIT "D"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2025

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
Edgewood Partners Insurance Center
3780 Mansell Rd. Suite 370
Alpharette GA 30022

CONTACT NAME: Rebecca Egan
PHONE (A/C, No, Ext): 770-552-4225 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D : Everest National Insurance Company	10120
INSURER E :	
INSURER F :	

INSURED HALFF
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER:** 474813765 **REVISION NUMBER:** 25-26(b)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA5717893	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XC3EX00734251	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014195843	8/1/2025	8/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Prof Liability incl. Pollution			03113813	8/1/2025	8/1/2026	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AVO: 057435| City of Edinburg/ Engineering Services Rotation 2024.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER
City of Edinburg
415 W. University Drive
Edinburg TX 78539

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1382467

Date Filed:
10/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ NO. 2022-005
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Atkinson , Erin	Fort Worth , TX United States	X	
Baker Daily, Jsessica	Richardson, TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
Hollis, Leigh	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Logan, Josh	San Antonio, TX United States	X	
Murray , Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Smith, Ryan	Frisco, TX United States	X	

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

Halff Associates, Inc.
Richardson, TX United States

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

City of Edinburg

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

RFQ NO. 2022-005
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Raul Garcia, and my date of birth is 09/20/1975.

My address is 5000 W. Military Highway Ste. 100, McAllen (city), TX (state), 78503 (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 28th day of October (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “E”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2025

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D : Everest National Insurance Company	10120
INSURER E :	
INSURER F :	

INSURED HALFF
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER:** 474813765 **REVISION NUMBER:** 25-26(b)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA5717893	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			XC3EX00734251	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	8/1/2025	8/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Prof Liability incl. Pollution			03113813	8/1/2025	8/1/2026	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AVO: 057435| City of Edinburg/ Engineering Services Rotation 2024.

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CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.G.
RFP No. 2026-009 - Fountain Center Roof Rehabilitation

1. **Agenda Item:**
Consider Awarding RFP No. 2026-009, Fountain Center Roof Rehabilitation Project, to SLR Building Contractors, LLC for an Amount Not to Exceed $99,785.00 Funded through the FY 2025-2026 Community Development Block Grant Program, Grant No. B-TX-25-MC-48-0503 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The Fountain Center Roof Rehabilitation Project was awarded through the City's FY 2025-2026 Community Development Block Grant Program. The purpose of the project is to rehabilitate the existing Built-Up Roof and Spray Polyurethane Foam (SPF) roofing system at the City of Edinburg Fountain Center by installing a new spray polyurethane foam system and a fluid-applied high-tensile elastomeric acrylic coating. The approximate project area is 11,750 square feet.

On April 14, 2026, proposals were opened for RFP 2026-009, Fountain Center Roof Rehabilitation. Two (2) proposals were received and opened. After review and tabulation, only one proposal complied with the terms and conditions of the solicitation and was deemed responsive. The proposal submitted by SLR Building Contractors, LLC, was ranked the highest with a proposed project cost of $99,785.00. The City of Edinburg has previously done business with SLR Building Contractors, LLC, for a similar project. The proposal is within budget.

City Engineer and Staff Engineer completed the attached evaluation.

The project is anticipated to be substantially complete within 45 calendar days from Notice to Proceed. If approved, construction will begin in June.

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2026-009, Fountain Center Roof Rehabilitation Project, to SLR Building Contractors, LLC for an Amount Not to Exceed $99,785.00 Funded through the FY 2025-2026 Community Development Block Grant Program, Grant No. B-TX-25-MC-48-0503 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. SLR Building Contractors, LLC - Proposal
B. Agreement - SLR Building Contractors, LLC
C. SLR.SAM V04.14.26 E09.02.26

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[SLR BUILDING CONTRACTORS, LLC] RESPONSE DOCUMENT REPORT

RFP No. 2026-009

Fountain Center Roof Rehabilitation

RESPONSE DEADLINE: April 14, 2026 at 3:00 pm

Report Generated: Thursday, April 16, 2026

SLR Building Contractors, LLC Response

CONTACT INFORMATION

Company:
SLR Building Contractors, LLC

Email:
g.rodriguez@slrbc.com

Contact:
Guillermo Rodriguez

Address:
1803 S CESAR CHAVEZ RD
EDINBURG, TX 78542-9112

Phone:
N/A

Website:
www.slrbc.com

Submission Date:
Apr 14, 2026 11:38 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 13, 2026 2:47 PM by Guillermo Rodriguez

Addendum #2
Confirmed Apr 13, 2026 2:47 PM by Guillermo Rodriguez

QUESTIONNAIRE

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

Please do not upload multiple files.

Complete_Proposal.pdf

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

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

3._Cert_of_Insurance.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

4.1_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_SLR.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_Hosue_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

4.5_Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4.6_Senate_Bill_19.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

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

5. Solicitation Forms

PLEASE DOWNLOAD THE BELOW DOCUMENTS, COMPLETE, AND UPLOAD 5 PAST PERFORMANCE EVALUATIONS.*
Please download the below documents, complete, and upload 5 past performance evaluations.

- Past_Performance_Evaluation...

5.1_Past_Performance_Evaluation.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- 00411_Bid_Bond_.pdf

5.2_Bid_Bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- 00420_Statement_of_Bidders_...

5.3_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.

- 00423_Certificate_of_Bidder...

5.4_Certificate_of_Bidders_Experience_and_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00425_Equipment_&_Material_...

5.5_Equipment_&_Material_List.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00429 Non Bribery Model For...

5.6_Non_Bribery_Model_Form.pdf

PLEASE FILL OUT AND SIGN THE NON COLLUSION AFFIDAVIT FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00460 Noncollusion Affidavi...

5.7_Noncollusion_Affidavit.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- 00610 Performance Bond .pdf

5.8_Performance_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- 00620 Payment Bond .pdf

5.10_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.

- 00625_Affidavit_of_Insuranc...

5.12_Affidavit_of_Insurance.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00630_Form_of_Business_.pdf

5.13_Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- 00640_Certificate_Regarding...

5.14_Certificate_Regarding_Debarment.pdf

WARRANTY*
Please download the below documents, complete, and upload.

- 00830_Warranty.pdf

5.15_Warranty.pdf

DRAFT AGREEMENT
Please download the below documents. *No response is required; for reference only.

- Draft_Agreement.pdf

No response submitted

6. CDBG Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*

Pass

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

6.1_SAM_Registration.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Conflict_of_Interest-_Summa...

6.2_Confict_of_Interest_CDBG_Contractors.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- CDBG_Affidavit.pdf

6.3_CBDG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Equal_Employment_Opportunit...

6.4_Certification_Equal_Opprtunity_Employment.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

6.5_Clean_Air_And_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

6.6_Non-Lobbying_Activities.pdf

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

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

6.7_Non-Collusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download the below documents, complete, and upload.

- Minority_and_Womens_Busines...

6.8_Minority_And_Women.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Certificate_from_Contractor...

6.9_Designated_Officer_Payment_Employees.pdf

7. Information Only

The following information is being provided as advance notice to any respondent regarding other regulatory requirements that may apply to this project.

THIS PROJECT IS SUBJECT TO DAVIS-BACON AND RELATED ACTS (DBRA).
Information only. All workers/laborers must be paid, at a minimum, the wage listed for each job classification.

- Wage_Decision_TX20260003.pdf

No response submitted

PLEASE SEE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS MANUAL.
Information only. All workers/laborers must be paid, at a minimum, the wage listed for each job classification and in accordance with the attached rules.

- Davis_Bacon_Labor_Standards...

No response submitted

PRICE TABLES

ROOF REPAIRS PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Proposal for Roof Repairs Based on Scope of Work	1	LS	$99,785.00	$99,785.00
TOTAL					**$99,785.00**

PROPOSAL

OPEN

Fountain Center Roof Rehabilitation

Last updated by Addendum #2 on Apr 7, 2026 1:22 PM

Request For Proposal Engineering 91066, 91473

Project ID: 2026-009

Release Date: Wednesday, March 18, 2026 · **Due Date:** Tuesday, April 14, 2026 3:00pm

Posted Wednesday, March 18, 2026 3:43pm

All dates & times in Central Time

BY



SLR BUILDING CONTRACTORS

1803 S Cesar Chavez Rd.
Edinburg, TX 78542
(956) 383-8194

SLR BUILDING CONTRACTORS

Item	Description	Pages
1	Price Proposal	1
2	Insurance Certificate	2 - 3
3	4.1 Conflict of Interest Disclosure form	4 - 5
4	4.2 General Questionnaire	6 - 7
5	4.3 Litigation Disclosure Form	8
6	4.4 House Bill 89	9
7	4.5 Senate Bill 13	10
8	4.6 Senate Bill 19	11 - 12
9	4.7 Conflict of Interest form	13
10	5.1 Five past performance evaluations	14 - 20
11	5.2 Bid Bond.	21 - 26
12	5.3 Statement of Qualifications	27 - 46
13	5.4 Cerification of Bidders Experience and Qualifications	47
14	5.5 Equipment and Material List	48 - 50
15	5.6 Non Bribery Model Form	51
16	5.7.Non Collusion Affidavit Form	52
17	5.8 Performance Bond form.	53 - 56
18	5.10 Payment Bond form.	57 - 60
19	5.12 Affidavit of Insurance	61
20	5.13 Form of Business Document	62
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SLR BUILDING CONTRACTORS

Fountain Center Roof Rehabilitation
Project ID: 2026-009

Proposal for Roof Repairs Based on Scope of Work
Addenda #1 & #2 Included

$99,875.00

Stephanie L Renteria – President
SLR Building Contractors, LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2026

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

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

PRODUCER	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: mindy@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Champlain Specialty Ins. Co.	
INSURED SLR Building Contractors, LLC 1803 S. Cesar Chavez Rd. Edinburg TX 78542	INSURER B : Progressive Companies	
	INSURER C : Starstone National Ins. Co.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2026-2027 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CSARCGL0003245 03	03/20/2026	03/20/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			969683656	05/17/2025	05/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 100,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ESC00558768P 08	03/20/2026	03/20/2027	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	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					[ ] 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)

City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2026

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

PRODUCER
San Juan Ins Agency, Inc
Valley Ins Providers&/orTruckers Ins
PO Box 3783
McAllen TX 78502-

CONTACT NAME: COMMERCIAL DEPARTMENT/Ruby Hernandez
PHONE (A/C, No, Ext): (956)685-1936 **FAX (A/C, No):** (956)781-5247
E-MAIL ADDRESS: CERTIFICATE REQUEST INFOCL@VIP-INS.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Co	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SLR BUILDING CONTRACTORS LLC
1803 S CESAR CHAVEZ RD.
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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	X	0002070497-25	11/21/2025	11/21/2026	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							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)

Project:RFP # 2026-009

Fountain Center Roof Rehabilitation
1210 E Kuhn St
Edinburg, TX 78541

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DRIVE
EDINBURG TX 78539-

Fax:( ) -

CANCELLATION

AI 127983

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

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

04/13/2026

Company/Vendor Name:

SLR Building Contractors, LLC

Printed Name and Title:

Stephanie L Renteria - President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SLR Building Contractors, LLC
(Full, correct legal name)

- Address: 1803 S Cesar Chavez Rd.
  Edinburg, TX 78542
- Telephone/Fax: (956) 383-8194 / (956) 992-9771
- Email address: s.renteria@slrbc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes✓ No____

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 8 (years) 11 (months)

   c. State the number of full-time employees at the Edinburg office. 22

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: Stephanie L Renteria
   Address: 1803 S Cesar Chavez Rd., Edinburg TX 78542
   Telephone: (956) 383-8194
   Fax: (956) 992-9771
   Email: s.renteria@slrbc.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (✓).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    Rio Grande Urethane
    1803 S Cesar Chavez Rd., Edinburg TX 78542

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, Stephanie L Renteria, the undersigned representative of SLR Building Contractors, 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:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

April 13, 2026

DATE:

SENATE BILL 13 VERIFICATION

I, Stephanie L Renteria, the undersigned representative of SLR Building Contractors, 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:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

April 13, 2026

DATE:

SENATE BILL 19 VERIFICATION

I, Stephanie L Renteria, the undersigned representative of SLR Building Contractors, 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.

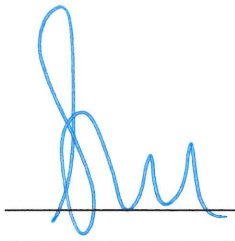
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

April 13, 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.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Stephanie L Renteria		04/13/2026
Name of signatory	Signature	Date

PLEASE NOTE THAT REFERENCES ARE ENDORSING MULTIPLE PROJECTS ON THE ATTACHED LETTERS, WE ARE HOPING YOU CAN UTILIZE THESE AS MORE THAN JUST THREE PROJECT PAST PERFORMANCE

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: SLR Building Contractors, LLC

Reference Company Name: BADAFI Foods

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: Mr. Roy Villarreal

Date: 04/13/2026

Badafi Foods LLC
3701 W. Military Hwy, McAllen, TX 78503

November 13, 2024

To Whom It May Concern,

I'm pleased to recommend SLR BUILDING CONTRACTORS, company that has been my go-to roofer for the past 5–6 years. Over multiple projects at the North and South plants with over 178,000 sq. ft. of installed roofs, SLR has consistently impressed me with their high-quality work and reliability.

From small repairs to larger jobs, SLR takes pride in getting the details right, so I've always been confident the work will last without needing follow-up fixes. I also appreciate their dependability—they show up on time, meet deadlines, and keep me in the loop on project progress, which makes the process straightforward and stress-free.

They keep the worksite tidy, are respectful of my property, and put safety first, which makes a big difference. Their professionalism and respectful approach are the reasons I continue to trust them with my roofing needs.

I'm happy to recommend SLR BUILDING CONTRACTORS for any roofing project. Their commitment to quality and dependability is a rare find.

Sincerely,

Mr. Roy Villarreal
Facilities Director
Badafi Foods, Inc.
(956) 215-7180
roy.villarreal@badafifoods.com

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: SLR Building Contractors, LLC

Reference Company Name: Edinburg CISD

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___

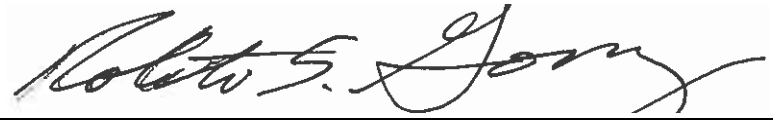
3. Provided completed warranty documents and performed warranty items timely: Yes✓ No____

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: Mr. Robert S Gomez

Date: 04/13/2026

EDINBURG CISD

411 N. 8th Ave., Edinburg, TX 78541
(956) 289-2300

CARMEN GONZÁLEZ, President
XAVIER SALINAS, Vice-President
LUIS ALAMIA, Secretary
MIGUEL "MIKE" FARIAS, Member
LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Mario H. Salinas, Superintendent

November 20, 2024

Gilbert Renteria
SLR Building Contractors, LLC
Owner

To Whom It May Concern

On behalf of the Edinburg C.I.S.D. it is with pleasure that I take this opportunity to express our thoughts and appreciation for the great job provided by SLR Building Contractors, LLC during the last several year. SLR Buidling Contractors has done roofing project for some of our school which are De Zavala Elem., De La Vina Elem. And Memorial Middle School.

SLR attention to detail on their project, headed by Gilbert Renteria has proven how a well-organized project can come to life when the Owner, Architect and Contractor share a common goal to achieve a successful project. They kept us informed, responded diligently when additional information was requested, and were always willing to cooperate and serve our district and campus personnel and most importantly kept the project on schedule for the benefit of students and staff without disrupting the teaching environment.

SLR's quality of work and their relaibility have been more than satisfactory to our district and have handled every obstical in a professional manner and timely manner and always ensure the project gets completed to the satisfaction of the owners.

We look forward to future projects with SLR. Should you have any questions or need additional information do not hesitate to call me at (956) 289-2578.

Sincerely,

Roberto S. Gomez
Director of Facilities Department

Nondiscrimination Statement

Edinburg CISD does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the nondiscrimination policies: Title IX issues: Robert Vina, r.vina@ecisd.us , Coordinator of Personnel/Legal Issues, ADA/504 issues: Sofia Hinojosa, sofia.hinojosa@ecisd.us , Coordinator of Student & Social Services, 411 N. 8th Avenue, Edinburg, TX 78539, (956) 289-2300

Edinburg CISD no discrimina por motivos de raza, color, origen nacional, sexo, discapacidad o edad en sus programas o actividades y brinda igualdad de acceso a los Boy Scouts y otros grupos juveniles designados. Las siguiente personas han sido designadas para manejar consultas sobre las políticas de no discriminación Title IX issues: Robert Vina, r.vina@ecisd.us , Coordinator of

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: SLR Building Contractors, LLC

Reference Company Name: La Joya ISD

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: Mr. Roger Hernandez

Date: 04/13/2026

La Joya Independent School District
Superintendent of Schools
200 West Expressway 83
La Joya, Texas 78560
Telephone (956) 323-2006
(956) 323-2008

School Board
Julian Alvarez III, President
Anita Chavez, Vice-President
Alyssa Peña, Secretary
Celso Gomez Jr., Member
Dr. Rosalva Hernandez, Member
Dr. Carlos Margo, Member
Jessica Ochoa, Member

To Whom It May Concern,

I'm writing to highly recommend SLR Building Contractors, LLC, who have consistently provided top-quality roofing services over the past several years. We've worked together on numerous projects, listed below, and every experience has been a positive one.

Irene Garcia M.S.	Roof 145,000 sq. ft. approximately
Americo Paredes E.S.	Roof 9,500 sq. ft. approximately
Guillermo Flores E.S.	Roof 46,000 sq. ft. approximately
Henry B. Gonzalez E.S.	Roof 95,000 sq. ft. approximately
Ann Richards M.S.	Roof 140,000 sq. ft. approximately
La Joya High School	Roof 189,000 sq. ft. approximately
Kika de la Garza E.S.	Roof 48,000 sq. ft. approximately

On every project, SLR Building Contractors, LLC has proven to be both professional and easy to work with. They're respectful, keep the job site organized, and always communicate clearly, which makes a big difference in keeping the project on track and stress-free.

For anyone looking for a reliable, skilled, and professional roofer, I'd recommend SLR Building Contractors, LLC.

Sincerely,

Mr. Rogelio Hernandez
Coordinator for Facilities
La Joya Independent School District
(956) 323-2134
r.hernandez9@lajoyaisd.net

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: **[Amount]** ORIGINAL BID BOND ATTACHED Date of Bond: **[Date]**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SLR BUILDING CONTRACTORS LLC
1803 S CESAR CHAVEZ RD.
Edinburg, TX 78542

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

BOND AMOUNT:
5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Project:RFP # 2026-009 Fountain Center Roof Rehabilitation
1210 E Kuhn St Edinburg, TX 78541

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 31st day of March 2026

Guillermo Rodriguez

(Witness)

(Witness)

SLR BUILDING CONTRACTORS LLC
(Principal) *(Seal)*

(Title) Stephanie Lynn Renteria - President

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

BY Mark W. Haushill

Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 31st Day of March 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:	SLR Building Contractors, LLC		
Corporate Office	Edinburg, Texas		
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of corporate office:	1803 S Cesar Chavez Rd Edinburg, TX 78542		
Local Office	Edinburg, Texas		
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of local office:	1803 S Cesar Chavez Rd Edinburg, TX 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. N/A		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	05/04/2017	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Stephanie L Renteria		Title:	President	
Authorized to sign contracts: ☑ Yes ☐ No			Limit of Authority:	$ No Limit	
Name:			Title:		
Authorized to sign contracts: ☐ Yes ☐ No			Limit of Authority:	$	
Name:			Title:		
Authorized to sign contracts: ☐ Yes ☐ No			Limit of Authority:	$	
Name:			Title:		

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☑ Minority Business Enterprise		
☑ Woman-Owned Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	09/09/2020
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Mariano Escobedo	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA Construction Industry Safety	Carrer Safe	Jul 2027
OSHA Construction Construction Safety	IACET	Oct 2026

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
Texas Mutual Insurance Co.	0	0	0	0	0	0	0	0	0

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:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	NH
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):	55 West Street
	Keene, NH 03431

Physical Address (principal place of business):	55 West Street Keene, NH 03431		
Phone (main):	(800) 225-5646	Phone (claims):	(800) 225-5646

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.):		McAfee Insurance Agency	
Insurance Provider		Type of Policy (Coverage Provided)	
Champlain Specialty Ins. Co.		Commercial Liability	
Progressive Companies		Automobile Liability	
Starstone National Ins. Co.		Umbrella	
Texas Mutual Insurance Co.		Worker's Compensation	
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):	P.O. Box 625 Mercedes Texas 78570		
Physical Address (principal place of business):	321 Second Street Mercedes Texas 78570		
Phone (main):	(956) 565-2481	Phone (claims):	(956) 565-2481

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:	21
Estimate of revenue for the current year:	+$12'000,000.00
Estimate of revenue for the previous year:	+$13'000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	More than 7 years			
As a general contractor:	✓	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: SLR Building Contractors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Date: _____
(date signed)

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

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
1803 S Cesar Chavez Rd
Edinburg, TX 78542

Designated Representative:

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Address:
1803 S Cesar Chavez Rd
Edinburg, TX 78542

Phone: 956-383-8194

Email: s.renteria@slrbc.com

Schedule A—Current Projects

Name of Organization	Edinburg Consolidated Independent School District				
Project Owner	Edinburg Consolidated Independent School District		Project Name	Elementary Schools Gym Renovations	
General Description of Project	Turn Key Additions to ten (10) Elementary School Gymnasiums in two different phases.				
Project Cost	Approximately $7'900,000.00		Date Project	June 2023 to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert S Gomez	Facilities Director	ECISD	(956) 289-3000 x-8062	roberto.gomez2@ecisd.us
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	La Joya Independent School District		Project Name	Ann Richards Middle School Roof Renovations	
General Description of Project	Re-Roofing of Campus Buildings Including Cafeteria and Gymnasium				
Project Cost	$1'042,000.00		Date Project	March to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFI Foods		Project Name	BADAFI Expansion	
General Description of Project	Expansion of Cold Shipping Area with new roof and Concrete Floor				
Project Cost	$395,000.00		Date Project	October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Edinburg				
Project Owner	City of Edinburg		Project Name	Police Department and Municipal Court Re-Roof	
General Description of Project	Turn key Re-Roofing for Police Department and Municipal Court Buildings and Weatherproofing repairs.				
Project Cost	$575,000.00		Date Project	April to September 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo		Guillermo Rodriguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com
Designer	City Engineering				
Construction Manager	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com

Project Owner	La Joya ISD		Project Name	Henry B Gonzalez Elementary School	
General Description of Project	Henry B Gonzalez Re-Roofing and Interior Renovations				
Project Cost	$1'240,000.00		Date Project	January to August 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo		Guillermo Rodriguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFI Foods		Project Name	South Plant Re-Roofing	
General Description of Project	Re-Roofing of Entire 150,000 sq. ft. facility in several stages				
Project Cost	+ $1'600,000.00		Date Project	May 2023 to October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Gilbert Renteria	Joe Galvan	Mariano Escobedo		Guillermo Rodriguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Gilbert Renteria	
Years of experience as project manager		20+ years	
Years of experience with this organization		20+ years	
Number of similar projects as project manager		Excess of 50	
Number of similar projects in other positions		Excess of 50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20 %	December 2024
La Joya ISD Ann Richards Middle School		25 %	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Roy Villarreal
Title/Position	Facilities Director	Title/Position	Facilities Director
Organization	ECISD	Organization	Badafi Foods
Telephone	(956) 289-3000 x-8062	Telephone	(956) 215-7180
Email	roberto.gomez2@ecisd.us	Email	roy.villarreal@badafifoods.com
Project	Elementary Schools Gym Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Joe Espiricueta	
Years of experience as project superintendent		4 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		8 projects	
Number of similar projects in other positions		+10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Badafi Expansion		85%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Rogelio Hernandez	Name	Roy Villarreal
Title/Position	Coordinator for Facilities	Title/Position	Facilities Director
Organization	La Joya ISD	Organization	Badafi Foods
Telephone	(956) 323-2134	Telephone	(956) 215-7180
Email	r.hernandez9@lajoyaisd.net	Email	roy.villarreal@badafifoods.com
Project	Ann Richards Middle School Roof Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Mariano Escobedo	
Years of experience as project manager		3-1/2	
Years of experience with this organization		3-1/2	
Number of similar projects as project manager		6	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		15%	December 2024
Badafi Foods Expansion		15%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Safety Coordinator	Candidate's role on project	Safety Coordinator

Quality Control Manager			
Name of individual		Guillermo Rodriguez	
Years of experience as project superintendent		+25	
Years of experience with this organization		+4	
Number of similar projects as project superintendent		+50	
Number of similar projects in other positions		+100	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20%	December 2024
Badafi Foods Expansion		10%	Early January 2025
La Joya ISD Ann Richards Middle School		15%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager

9.01 ATTACHEMENTS

A. N/A

B. HUB Certification

C. Safety Performance (Insurance Loss Report)

D. Financial reports provided upon request.

E. Completed Jobs (Spray Foam Roofs) Listings in support of paragraph 8.02

F. Key Individuals Resumes

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1821441463500**
Approval Date: **October 1, 2024**
Scheduled Expiration Date: **October 1, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SLR BUILDING CONTRACTORS, 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 **October 1, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SLR BUILDING CONTRACTORS, LLC
STEPHANIE L RENTERIA
5314 FALCON CREST LN
EDINBURG TX. 78542
ACCOUNT 5560546



POLICY	P	LOSS DESC	DOL	CLAIM NBR	CLAIMANT	COVEREGE TYPE	STATUS	PAID	RESERVES	EXPENSES	RECOVERY	TOTAL
BAP 5560546	00			Policy Period from 05/17/2019 to 05/16/2020								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2020 to 05/16/2021								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2021 to 05/16/2022								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2022 to 05/16/2023								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2023 to 05/16/2024								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
Totals for Policy		BAP 5560546		Number of Claims		0		$0.00	$0.00	$0.00	$0.00	$0.00
Report Totals				Number of Claims		0		$0.00	$0.00	$0.00	$0.00	$0.00



JOB

REFERENCES (Spray Foam Roofing Jobs)

- UTPA Cafeteria ----------29,500 square feet
- UTPA Ballroom ----------5,400 square feet
- UTPA CAS Building ----------48,000 square feet
- UTPA BUSA Building ----------24,500 square feet
- UTPA SBS Building ----------26,500 square feet
- UTPA Physical Plant ----------75,000 square feet
- UTPA Lamar Building ----------40,000 square feet
- UTPA Lamar Annex ----------4,500 square feet
- UTPA Financial Service Building ----------14,500 Square feet
- UTPA Administration Building ----------13,500 Square feet
- UTPA Emilia Hall ----------6,600 square feet
- UTPA Southwick Hall ----------6,800 Square feet
- UTPA HPE1 ----------28,500 Square feet
- UTPA HPE2 ----------48,500 Square feet
- UTPA Academic Services Building ----------37,500 square feet
- UTPA Engineering Building ----------24,500 square feet
- UTPA Haggar Building ----------135,500 Square feet
- UTPA Neurological Science Building ----------4,500 square feet
- UTPA Auditorium ----------10,500 square feet
- UTPA HSW ----------27,000 square feet
- UTPA HSE ----------16,000 square feet
- UTPA Cooling Plant ----------10,500 square feet
- UTPA Bronc Village ----------38,500 Square feet
- UTPA Library ----------54,500 Square feet
- UTPA Contact Person: Alex Valdez 956-665-7105 (Chief Procurement Officer)

- Glick Twins In Pharr TX. ----------12,500 Square feet
- Contact Person : Robert Glick 956-279-1352 (Owner)

- MAE Power Equipment ----------9,000 Square feet
- Contact Person: Ben Cavazoz 956-605-5994 (Owner)

JOB REFERENCES

- Mission Regional Medical Center 3rd Floor roof ----------30,000 square feet
- Mission Regional Medical Center 2nd Floor roof ----------16,500 square feet
- Contact Person: Julian Cerventes (Director) 956-323-1201

- Pioneer Ag. & Nutrition Warehouse "B" ----------8,000 Square feet
- Pioneer Ag. & Nutrition Warehouse "C" ----------46,000 square feet
- Pioneer Ag. & Nutrition Main Office ----------5,500 square feet
- Pioneer Ag. & Nutrition 15 Bulk Tanks ----------14,500 square feet
- Pioneer Ag. & Nutrition 8 Holding Tanks ----------7,500 square feet
- Contact Person: Roy Villarreal 956-330-5967 (Plant Director)

- Law Office of Robie (Roel) Flores ----------3,800 square
- Contact Person: Robie Flores (Owner) 956-631-7189

- Desperado Harley Davidson Dealership in McAllen TX. ----------48,000 square feet
- Contact Person: Chet Hatzhold (Service Manager) 956-458-4627

Gilbert Renteria, III
Project Role: Estimator/Project Manager

Urethane Consultant
Master Roof Installer
Certified Distributor

Gilbert is active in all phases of construction and involved in each project. He is responsible for all projects, client relations, site reviews and oversees all project managers and project superintendents.

One of the reasons SLR Building contractors is able to consistently complete projects on-time and in-budget quality projects is his hands-on approach. He makes regular site visits, meets with Owner's and Owners' representatives, and is able to expedite difficult orders or negotiate changes as needed.

With over a 24-year track record providing management, administrative support and construction experience, Gilbert is a valuable asset for all Owners, End-Users and their projects.

Experience:

2016 - Present **Global Polymer Systems**
Owner
Develop, manage and achieve objectives in the roofing and insulation industry, oversee vision and mission by setting and maintaining strategies to grow business revenue and profitability.

2012 - Present **SLR Building Contractors**
Project Executive/Project Manager/Estimator/Superintendent

Optimize site processes to ensure high team performance, outline site policies and safety procedures. Attend industry conferences and trade shows to learn new up and coming systems and networking with manufacturers.

2006 - Present **South Texas Urethane**
Owner
Provide strategic and operational leadership to improve operations. Effectively direct the performance of sales and marketing of urethane roofing and insulation systems through feedback and performance reviews.

2001 - Present **Rio Grande Urethane Roofing Co.**
Owner
Plan, execute and finalize roofing and insulation projects within budget and scope objectives. Identify, effectively communicate and resolve project issues or concerns.

SLR BUILDING CONTRACTORS

Guillermo Rodriguez

Project Role: General Manager/ QA-QC Manager

EDUCATION

Instituto Tecnologico y de Estudios Superiores de Monterrey
December 1986 BS, Chemical Engineering Monterrey, N.L., Mexico

EXPERIENCE

Thirty plus years of experience working as a frontline administrator in the Maquiladora Industry, twenty-five of which have been in the areas of Resource Planning, Sourcing & Procurement, Material and Inventory control for a variety of industries including High-tech Electronics, Automotive components, Industrial Refractories, Lighting and Control. Employed with renowned transnational companies such as General Electric, Johnson Controls Inc. and Industrias Peñoles both in the U.S.A. and in Mexico.

March 2020 – Present **SLR Building Contractors, LLC**
General Manager/QA-QC Manager Edinburg, TX

- Primary duties include but not limited to managing day to day operations, purchasing, quality, safety, cost control and continuous improvement within the organization.
- Charged with revamping of current practices to develop, test and incorporate Standardized Operating Procedures throughout the organization and implement lean practices which will allow continuous growth and profitability.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.
- Oversight of complete estimating and bidding process as well as the daily monitoring of multiple works in progress as well as cost accounting and invoicing.
- Oversight of procurement process and supplier selection.

March 2014 – February 2020 **Paulmex International**
Operations Manager Edinburg, TX

- Responsible to evaluate, enhance, and develop policies, procedures, and best practices to support the Company's accelerated growth and continuous changes in regulations. Implemented performance metrics & visual management techniques driving continuous improvement activities and reducing costs.
- Implemented a new Safety program, Lean activities, & currently installing a TPM (preventative maintenance program)
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with field operations the Quality of bot materials and installations and complete adherence to specifications and at the same time applying Engineering expertise to manage, approve and implement changes as they occur to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.

- Developed & Implemented new inventory model yielding $700K reduction in the first 20 months. Improved scheduling prioritization and forecasting practices. Improved delivery performance 78-96%, eliminated Customer Past due by more than $100K and reduced Premium Freight by more than $75K in the first ten months.

April 1995 – November 2013 **Johnson Controls Inc.**
Materials and Manufacturing Leader Reynosa, Tamps., Mexico

- Responsible for implementing and driving the key operating rhythms and metrics for a $300M operation providing cross-functional leadership throughout the organization. These metrics and indicators ensure the alignment and execution of the Operation Business Plans in the Reynosa-Pharr facilities.
- Also responsible for managing the engineering aspects of procurement and inventory of electronic and mechanical components for the manufacturing facilities in Texas and Mexico.
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with Manufacturing and Materials teams to modify manufacturing and engineering plans when changes occurred, apply engineering expertise to review and approve isometric drawings, dimensioning and metallurgy to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Also responsible for overseeing the transfer or Raw Materials from different Johnson Controls facilities, the assembly of individual customer orders and timely shipments of said orders while validating and updating forecasted sales to assure proper use of manufacturing capacities and material availability and resource utilization.

Stephanie L. Renteria
Project Role: President & Chief Operations Officer

Education:
B.B.A. Accounting, Business Honor Society, UTRGV

Experience:

March 2012 - Present **SLR Building Contractors**
President/COO

Stephanie is responsible for administering all construction contracts, including preparation of schedule of values, monthly billing, compliance reports and tracking changer order issues.

Negotiating insurance coverage

Reviews closely with Project Executive to ensure cash flow is positive and subcontractors and suppliers are paid timely.

Responsible for all treasury and finance functions including accounts receivable and payable, payroll (including certified payrolls), and preparation of financial statements and other reports.

Reviewing subcontractors' contracts and applications for payment to ensure accuracy, completeness and compliance with SLR Building Contractors policies regarding insurance, workman's compensation, payroll reports and non-discrimination provisions.

April 2009 - March 2012 **Rio Grande Urethane Roofing Co.**
CFO

Track cash flow, financial planning, analyzing financial strengths, develop strategies and plan for future company growth.

Responsible for administering all roofing construction contracts, schedule of values, monthly billing, payroll and tracking all change orders.

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 13th day of April, 2026.

SLR Building Contractors, LLC
Name of Bidder

Stephanie L Renteria
Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
52 Ft. Skytrack (2 Units)	✓	
45 Ft. Boom Lift	✓	
GRACO GH2 1:1 Ratio Proportioner	✓	
GRACO H50 1:1 Ratio Proportioner	✓	

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
Roofing Foam	Global Polymers Systems
Elastomeric Coating	Global Polymers Systems
Granules	Sesco

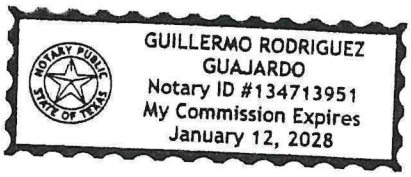
BIDDER

Executed this: 13th Day of : April 20. 26

By: SLR Building Contractors, LLC
BIDDER

Title: Stephanie L Renteria - President

NOTARY PUBLIC



State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 13th day of April 2026

Guillermo Rodriguez Guajardo my commission expires 01/12/2028.

NOTARY PUBLIC

END OF SECTION

SLR BUILDING CONTRACTORS

April 13, 2026

City of Edinburg
415 W University Dr.
Edinburg TX 78541

Ref: **Edinburg Fountain center Roof Rehabilitation RFP# 2026-009**
CITY OF EDINBURG NON-BRIBERY MODEL FORM

Dear City of Edinburg:

The undersigned party certifies that SLR BUILDING CONTRCATORS, 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.

Stephanie L Renteria
Printed Name

Signature

President
Position in Bidding Company

04/13/2026
Date

1803 S. Cesar Chavez, Edinburg, TX 78542
Phone: (956) 383-8194 Fax (956) 383-4502

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Stephanie L Renteria, being first duly sworn, deposes and says that:
(Name)

(1) She is President of SLR Building Contractors, LLC, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign Stephanie L Renteria

Title President

Subscribed and sworn to me this 13th day of April, 20 26.

By: Guillermo Rodriguez Guajardo

GUILLERMO RODRIGUEZ GUAJARDO
Notary ID #134713951
My Commission Expires
January 12, 2028

Notary Public Guillermo Rodriguez Guajardo.
My commission expires January 12, 2028

END OF SECTION

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

PERFORMANCE BOND WILL BE PROVIDED UPON AWARD OF PROJECT

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: Stephanie L Renteria *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: President	Title: _____
Attest: GUILLERMO RODRIGUEZ GUARDADO *(Signature)*	Attest: _____ *(Signature)*
Name: GUILLERMO RODRIGUEZ GUARDADO *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: GENERAL MANAGER	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	PAYMENT BOND WILL BE PROVIDED UPON AWARD OF PROJECT

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Stephanie L Renteria *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: President	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: GUILLERMO RODRIGUEZ GONZALEZ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: GENERAL MANAGER	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Stephanie L Renteria, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

SLR Building Contractors, 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 April 13, 2026.
[Date]

GUILLERMO RODRIGUEZ GUAJARDO
Notary ID #134713951
My Commission Expires
January 12, 2028

[Notary Seal]

Notary Public in and for the State of TEXAS

Guillermo Rodriguez Guajardo
[Print or type Notary Public name]

My Commission Expires: January 12, 2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation: Limited Liability Corporation

Corporate Name: SLR Building Contractors, LLC
State of Incorporation: Texas
Mailing Address: 1803 S Cesar Chavez Rd., Edinburg TX 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.*

Stephanie L Renteria - President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

04/13/2026
[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.

SLR Building Contractors, LLC
[Typed Name of Company:]

Stephanie L Renteria - President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

04/13/2026
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SECTION 00830

WARRANTY

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the warranty. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

1.05 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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 therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

1.06 PARTIAL UTILIZATION

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

B. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions 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. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

1.07 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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

1.08 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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified above and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or

OWNER's property might in any way be responsible 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.

B. Review of Application and Acceptance

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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. 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. Payment Becomes Due

Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. Final Completion Delayed

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

1.09 WAIVER OF CLAIMS

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to the above, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

END OF SECTION

Agree:

Stephanie L Renteria
President

Date: 04/13/2026

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: JL61GAMMMN54

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

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

What is the UEI?

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

How do I register with SAM?

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

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 04/13/2026

Company/Vendor Name: SLR Building Contractors, LLC

Printed Name and Title: Stephanie L Renteria - President

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- ☑ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 04/13/2026

Company/Vendor Name: SLR Building Contractors, LLC

Printed Name and Title: Stephanie L Renteria - President

Authorized Signatory: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name:

Address and Zip Code: SLR Building Contractors, LLC

1803 S Cesar Chavez Rd.

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)
   Veterans Memorial Pavilion Renovations and Improvements - Hidalgo County
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)
   Veterans Memorial Pavilion Renovations and Improvements - Hidalgo County
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.

Stephanie L Renteria - President

(Name and Title of Signer – please type)

Signature

04/13/2026

Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

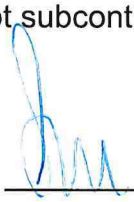
(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Stephanie L Renteria (SLR Building Contractors, LLC)

Title of Contractor's Authorized Official: President

Date: 04/13/2026

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.

Stephanie L Renteria (SLR Building Contractors, LLC)	President
NAME	TITLE
	04/13/2026
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Stephanie L Renteria, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) SLR Building Contractors, 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: 04/13/2026

Title: President

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant The City of Edinburg

Project Number 2026-009 Fountain Center Roof Rehabilitation

Contractor/Engineer SLR Building Contractors, LLC (MBE, WBE)

Address, City, State, and Zip 1803 S Cesar Chavez Rd, Edinburg TX 78542

Contact Person Stephanie L Renteria Telephone No 956-383-8194

Amount of Contract TBD MBE Percentage 100% WBE Percentage: 100%

1. MBE _____ Subcontractor Work to be Self Performed
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Fountain Center Roof Rehabilitation Date: April 13, 2026

Location: Edinburg, Texas 78539 Project No.: 2026-009

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for SLR BUILDING CONTRACTORS, LLC in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Stephanie L Renteria, whose signature appears below, to supervise the payment

of (my) (our) employees beginning April 14, 20 26: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee) SLR Building Contractors, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

N/A (Signature) (Title)

N/A (Signature) (Title)

N/A (Signature) (Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

SLR BUILDING CONTRACTORS

Enclosed Documentation

1. EVEREST Systems Brochure
2. Eversol 3.0 Roofing Foam Spec Sheet
3. Evercoat Acrylic Coating Spec Sheet
4. Recent Work by SLR Building Contractors, LLC
5. Previous (OLD) work performed by SLR Building Contractors, LLC
6. Compression Strength comparison (3 lb SPF vs. ISO Board Insulation)
7. Prominent Work with Roofing Spray Foam systems throughout the USA
8. Case Study from Texas A&M University on Spray Foam systems

1803 S. Cesar Chavez, Edinburg, TX 78542
Phone: (956) 383-8194 Fax (956) 383-4502

EVERFOAM

SPRAY POLYURETHANE FOAM (SPF) SYSTEM

EVEREST SYSTEMS



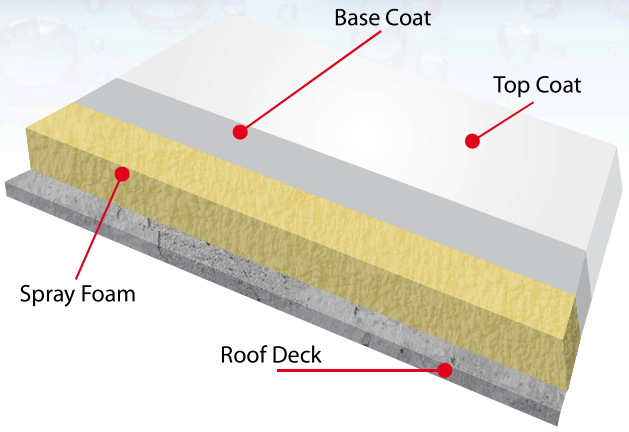


Benefits of **EverFoam**

PERFORMANCE	ENVIRONMENT	VALUE
Watertight	No Tear Off	Energy Saving
Durable	High Reflectivity	No Tear Off
UV Resistant	Low VOC	Air Barrier
Seamless	Low Odor	Low Cost
Fully Adhered	Sustainable	Tax Benefits

- **Highest installed R-value**
- **Fully adhered monolithic membrane**
- **No tear off required**
- **Cuts energy costs up to 30%**

10 15 20 YEAR WARRANTIES AVAILABLE



800.575.8966
inquiries@everestsystemsco.com
www.everestsystemsco.com

CRRC COOL ROOF RATING COUNCIL

MIAMI-DADE COUNTY APPROVED

CLASSIFIED UL

CALIFORNIA TITLE 24 COMPLIANT



- Industry leading technology
- Acrylic Coatings
- Silicone Coatings
- Spray Polyurethane Foam
- Specialty sealants, cleaners, primers
- Class A UL approvals
- Approved Applicator program
- Warranties up to 20 years



EverCoat

- Extends the Life of the Roof
- Cost Effective
- High Performance
- Watertight
- UV Resistant
- No Tear Off
- Sustainable

EverMetal

- Watertight
- Cost Effective
- Energy Saving
- Seamless
- Air Barrier
- UV Resistant
- No Tear Off
- Sustainable

EverFoam

- Extends the Life of the Roof
- Cost Effective
- Fully Adhered
- Seamless
- Air Barrier
- UV Resistant
- No Tear Off
- Sustainable

EverPly

- Durable
- Seamless
- Fully Adhered
- Energy Saving
- No Tear Off
- Tax Benefits
- High Reflectivity
- Sustainable

EverTight

- Watertight
- UV Resistant
- Seamless
- Energy Saving
- No Tear Off
- Low Cost
- High Reflectivity
- Sustainable

EVEREST SYSTEMS

EVERSEAL

HYBRID ROOF REPAIR SEALANT

EVEREST SYSTEMS





Benefits of **EVERSEAL**

- **Plasticizer-free**
- **Moisture cure**
- **Paintable**
- **Siliconized urethane hybrid**
- **Adheres to most substrates, including silicone**

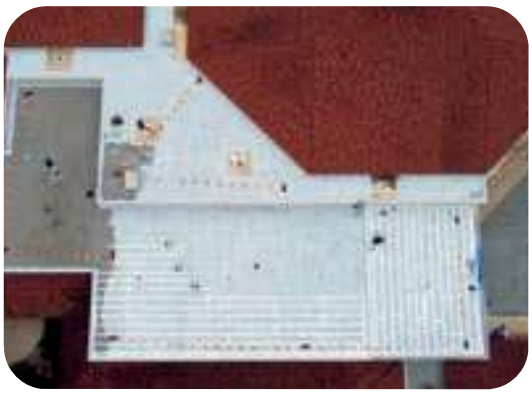


PACKAGING

10 oz tube
28 oz tube
1 gallon pail
2 gallon pail
5 gallon pail



Formulations available:
Standard, pumpable, and sprayable formulations available





EVEREST SYSTEMS

Everest Systems Co.
16601 Central Green Blvd., Ste. 100, Houston, TX 77032
Phone: 800-575-8966 • Fax: 888-255-2594
Email: inquiries@everestsco.com
Orders: orders@everestsco.com
www.everestsystemsco.com

EVERSOL 3.0

Closed-Cell Roofing Foam System

For Professional Use Only

TECHNICAL DATA SHEET

DESCRIPTION

EverSol roofing foam is a two component, closed-cell spray applied polyurethane foam system which offers high compressive strengths, smooth aesthetics, and a broad application temperature window. EverSol is most commonly formulated in 2.5 lbs, 2.7 lbs and 3.0 lbs densities.

EverSol roof foam system is self-flashing and provides seamless protection by sealing cracks, crevices and holes while insulating decks from temperature extremes. EverSol offers a high R-value and can reduce condensation when applied correctly, thus reducing the possibility of mold growth, enhancing energy efficiency and lowering lifecycle costs by providing a low maintenance deck solution.

UNIQUE PROPERTIES

EverSol spray polyurethane foam system comprises an “A” component, which is a polymeric diisocyanate, and a “B” component, which is a combination of polyols, additives, and HFO blowing agent.

RECOMMENDED USES

- Roofing Systems
- Agricultural Applications
- Tank Insulation
- Air barrier Systems

As with any product, materials should always be tested prior to use (including, but not limited to, field testing) in advance by the user to determine suitability.

TYPICAL PHYSICAL PROPERTIES*

Property	Test Method	Result
R Value (aged):	ASTM C-518	6.25 at 1 inch
Compressive Strength	ASTM D-1621	60 psi (nominal)
Core Density:	ASTM D-1622	3.0 lbs./ft 3
Closed Cell Content:	ASTM D-2856	>90%
Tensile Strength:	ASTM D-1623	90 – 100 psi
Water Absorption	ASTM D-2842	2%
Moisture Vapor Transmission:	ASTM E-96	1.0 perm-in
Dimensional Stability: 28 days @ 158˚F 100% RH 28 days @ 200˚F / AMB	ASTM D-2126	% Change in Volume 2.4% 3.1%
Surface Burning Characteristics:	E-84/UL 723	Flame Spread Index <75

**These terms are provided as general information only. They are approximate values and are not part of the product specifications.*

EVEREST SYSTEMS, LLC • 16601 Central Green Blvd. #100 • Houston, TX 77032
www.EVERESTSYSTEMSCO.com • Phone 800-575-8966

Closed-Cell Roofing Foam System

EVEREST SYSTEMS

TECHNICAL DATA SHEET

ENVIRONMENTAL CONSIDERATION AND SUBSTRATE TEMPERATURES

Applicators must recognize and anticipate climatic conditions prior to application to ensure the highest quality foam and to maximize yield. Ambient air and substrate temperatures, moisture, and wind velocity are all critical determinants of foam quality and selection of the appropriate reactivity formulation. Variations in ambient air and substrate temperature will influence the chemical reaction of the two components, directly affecting the expansion rate, amount of rise, yield, adhesion and the resultant physical properties of the foam insulation. To obtain optimum results, the EverSol foam system should only be spray-applied to substrates when ambient air and surface temperatures fall within the range of 45°F and 120°F. All substrates to be sprayed must be dry at the time of application. Moisture in the form of rain, fog, frost, dew, or high humidity (>85% R.H.), will react chemically with the mixed components, adversely affecting the polyurethane foam formation, dimensional stability and physical properties of the finished product. Wind velocities in excess of 12 miles per hour may result in excessive loss of exotherm and interfere with the mixing efficiency, affecting foam surface, cure and physical properties and will cause overspray. Precautions must be taken to prevent damage to adjacent areas from overspray.

Processing Parameters and Physical Characteristics

Pre-heater Temperature:	**"A" 110-120°F "B" 120-130°F**
Hose Temperature:	**110-120°F**
Pressures:	**1000-1200 psi (dynamic)***
Mix Ratio Parts:	**1 by 1 volume "A" to "B"**
Viscosity at 70°F	**700±100 cps "B: Component 150-250 cps "A" Component**
Shelf Life	**6 months @ 65°F to 80°F**

**Dependent upon hose length*

Product Reactivity

Processing Designation	Surface Temperature
Winter	**50-75°F**
Regular	**70-100°F**
Summer	**100-120°F**

Note: Adhesion should not be tested within one hour of application.

STORAGE CONDITIONS

Store drums at 70°F to 80°F for a minimum of 48 hours before use. Materials in containers should be maintained at 65°F to 85°F while in use. Conditioned trailers or tanks may be necessary. Material temperature should be confirmed with a thermometer or an infrared gun. Do not configure equipment to recirculate EverSol foam components from proportioner back into drum. Do not recirculate or mix other suppliers' "A" or "B" component into Opti system containers.

CAUTION: If components are below suggested temperatures, the increased viscosity of the components may cause pump cavitation resulting in unacceptable SPF application. If components are above suggested temperatures, there may be loss of blowing agent resulting in diminished yield.

PROCESSING EQUIPMENT

2:1 transfer pumps are recommended for material transfer from container to proportioner. The plural component proportioner must be capable of supplying each component within ±2% of the desired 1:1 mixing ratio by volume. Hose heaters should be set to deliver 110°F to 125°F materials to the spray gun. These settings will ensure thorough mixing in the spray gun mix chamber in typical applications. Optimum hose pressure and temperature will vary with equipment type and condition, ambient and substrate conditions, and the specific application. It is the responsibility of the applicator to properly interpret equipment technical literature, particularly information that relates to the acceptable combinations of gun chamber size, proportioner output and material pressures. The relationship between proper chamber size and the capacity of the proportioner's pre-heater is critical. Mechanical purge spray guns (specifically direct impingement or DI type) are recommended for highest foam quality.

CAUTION: Extreme care must be taken when removing and reinstalling drum transfer pumps so as NOT to reverse the "A" and "B" components.

PER LIFT APPLICATIONS

Applicators should apply a minimum pass thickness of 3/4 inches, maximum pass thickness of 1 1/2 inches, with a minimum of 30 minutes between passes.

HEALTH AND SAFETY INFORMATION

Appropriate literature has been assembled which provides information concerning the health and safety precautions that must be observed when handling materials used to produce foam from the EverSol system. Before working with this product, you must read and become familiar with the available information on its risks, proper use and handling. This cannot be overemphasized. Information is available in several forms, e.g., material safety data sheets and product labels.

To the best of our knowledge all technical data contained herein is true and accurate as of the date of issuance and subject to change without prior notice. Used must contact Everest systems Company to verify correctness before specifying or ordering. We guarantee our products to conform to the quality control standards established by Everest Systems Products. We assume no responsibility for coverage, performance or injuries resulting from use. Liability if any, is limited to replacement of the product. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY EVEREST SYSTEMS EXPRESSED OR IMPLIED; STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EVEREST SYSTEMS, LLC • 16601 Central Green Blvd. #100 • Houston, TX 77032
www.EVERESTSYSTEMSCO.com • Phone 800-575-8966

General Purpose All Acrylic Elastomeric Roof Coating

For Professional Use Only

TECHNICAL DATA SHEET

DESCRIPTION

- A high quality, plasticizer-free, single component, water-based, 100% acrylic elastomeric coating for spray, brush, or roller application.
- Designed to provide a long-lasting flexible membrane that will retain this flexibility even in the harshest climatic conditions.
- Formulated utilizing specialized pigments and biocides to provide maximum UV resistance and minimize discoloration from dirt accumulation.
- Has excellent adhesion to most surfaces including metal, most single-ply roofs, wood, and concrete.
- Has the unique ability to "breathe," providing a completely watertight membrane while allowing trapped moisture to escape.

RECOMMENDED USES

Evercoat EC is designed as a protective membrane for most roofing surfaces including galvanized metal, concrete, PVC, Hypalon, EPDM, polyurethane foam, and primed smooth and granulated asphaltic surfaces. Check with your Everest representative for primer recommendations.

Property	Test Method	Result
Volume Solids	ASTM D-1653	55.0 ±2%
Weight Solids	ASTM D-1644	65.4 ±2%
Tensile Strength	ASTM D-2370	283 ±25 PSI
Elongation	ASTM D-2370	253 ±25%
Permeability	ASTM D-1653	14 ±3
Tear Resistance	ASTM D-624	95 ±3 PSI
VOC	EPA Method 24	< 50 g Liter
Low Temperature Flexibility *(-15˚,1/2 in mandrel,1000hrs weathering)*		Pass
Hardness (Shore A)	ASTM D-2240	50 - 55
Reflectivity	ASTM C-1549	86%
Emittance	ASTM C-1371	.90
SRI	Calculated	107
Viscosity		110 ± 10 KU
Density		12.1 lbs per gallon
Flashpoint		None
Shelf Life (When stored between 40°F and 70°F (4°C - 21°C).		24 months (Unopened)
Clean Up		Water

Meets ASTM D6083 requirements. UL Class A fire rated. California Energy Commission Title 24 qualified. Meets California SCAQMD requirements for VOCs. Miami Dade approved.

COLORS

Standard Colors: White, Light Gray, Medium Gray, Charcoal and Tan
Custom Colors are available for an additional charge.

PACKAGING/SHIPPING INFORMATION

CONTAINER SIZE	SHIPPING CLASS
55 Gallon drum (208.2 liters)	Class 55
5 Gallon pail (18.9 liters)	Class 55

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www.EVERESTSYSTEMSCO.com • Phone 800-575-8966

General Purpose All Acrylic Elastomeric Roof Coating

TECHNICAL DATA SHEET

SURFACE PREPARATION

General: Surfaces to be coated should be dry, free of dust, dirt, oil, loose granules, gravel, peeling coating, and other foreign matter. All wet insulation or foam should be removed and replaced with like materials.
For optimal results, power wash all surfaces with a minimum of 2000 psi using a wide fan tip. All necessary precautions should be taken to avoid damage to the roof system. Mildew should be treated with a bleach solution (1 part bleach, 2 parts water) and rinsed thoroughly. Patch and repair cracks or holes with appropriate sealants or caulking materials.
Masonry: Allow fresh masonry to cure a minimum of 30 days and prime with Everprime GP.
Metal: Rusty metal must be cleaned with a wire brush and primed with Everprime Metal.
EPDM: Prime with Everprime EP primer/cleaner and ensure no primer residue remains.
PVC, Hypalon, aged TPO: Prime with Everprime SP.
Polyurethane foam: Apply directly (must be coated within 24 hours of installation).
Granulated Asphalt: Base coat with Evercoat GS Base.
Smooth Asphalt: Base coat with Evercoat GS Base.
Other: For other substrates, refer to the Everest Primer Recommendation table.

APPLICATION

This product may be brushed, rolled, or sprayed on a clean, dry surface. For details, see Equipment Recommendations at the end of this sheet. If sprayed, the material should be at least 75°F. Before applying an additional coat, the previous coat must be completely dry and cured. If any contamination is present on the cured surface, it must be washed and completely dry before the application of subsequent coats.

Application Properties

Yield (1 gal to 100 sq ft)	**8.8 dry mils**
Dry Time (75˚ F)	**90 mins @ 50% humidity**
Recoat Window	**>6 hrs**
Complete Cure	**30 days**

COVERAGE RATE

Apply Evercoat EC at the rate of 1.5 gallons per 100 sq. ft. (24 wet mils). Surface texture and wind will affect applied mil thickness.

ENVIRONMENTAL CONDITIONS

This product cures by water evaporation only. The product must not be applied when the ambient temperature is below 50°F or if there is any possibility it could fall below 32°F within 24 hours of application. Application is not recommended if rain or dew is likely to occur before the product dries. In high humidity conditions, late afternoon applications should be avoided as overnight dew formation on an uncured surface can cause coating wash-off. On marginal days, multiple applications of thin coats can ensure proper drying before rain or overnight freezes.

PONDED WATER

- Everest Systems warranties do not cover damage due to ponding water.
- The National Roofing Contractors Association considers ponding water on any roof unacceptable.
  (See the NRCA Roofing and Waterproofing Manual).

LIMITATIONS

The surface must be clean and dry. Application is not recommended on roofs with slopes less than 1/8 in 12 or where ponded water is present. Do not apply over wet substrates or when inclement weather is imminent. Complete cure of Evercoat EC requires complete evaporation of water. Cool temperatures and high humidity retard cure. In addition, this product is not recommended for use without a vapor barrier in cryogenic tank or cold storage roofing applications. It is not intended for use as a thermal barrier.

SAFE PRACTICES

This product is designed for professional installation. Before working with this product, you must read and become familiar with the available information on its risks, proper use, and handling. Information sources include but are not limited to MSDS and product labels. More resources are available at polyurethane.org, sprayfoam.org, everestsystemsco.com, or by contacting Everest Systems directly.

EQUIPMENT

Minimum requirements:

Brush

- Synthetic filament

Roller

- 1¼" nap roller

Spray

- 30:1 fluid to air ratio capable pump
- 2 1/2 gallons or more per minute (continuous)
- Filter screen 30 mesh or larger
- Hose rated to 2x maximum pump pressure
- Hose lining should be compatible with coating and required cleanout materials
- Hose lengths: (Largest diameter at pump)
  - 3/8 minimum 6 ft wip
  - 3/8 minimum I.D. up to 75 feet
  - 1/2 minimum I.D. up to 200 feet
  - 3/4 minimum I.D. over 200 feet
- Spray gun: Graco Hydra Mastic or equivalent
- Spray Tip:
  - Reversible self-cleaning type
  - Orifice size of .027 to .039
  - Fan angle of 40° to 50°
- Always use components rated for pump pressures

To the best of our knowledge, all technical data contained herein is true and accurate as of the date of issuance and subject to change without prior notice. Users must contact Everest Systems LLC to verify correctness before specifying or ordering. We guarantee our products to conform to the quality control standards established by Everest Systems Products. We assume no responsibility for coverage, performance, or injuries resulting from use. Liability, if any, is limited to the replacement of the product. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY EVEREST SYSTEMS EXPRESSED OR IMPLIED; STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SLR BUILDING CONTRACTORS

Recent Work Completed with Spray Foam System

1. Cavazos Elementary School, Edinburg TX (68,00 sq. ft.) - 2025
2. L&F Distributors, Harlingen TX (65,000 sq. ft.) - 2025
3. Home 2 Suites Hotel, San Juan TX (21,000 sq. ft.) - 2025
4. ALOFT Hotel, McAllen TX (21,500 sq. ft.) - 2024
5. Edinburg Police Department, Edinburg TX (42,000 sq. ft.) - 2024

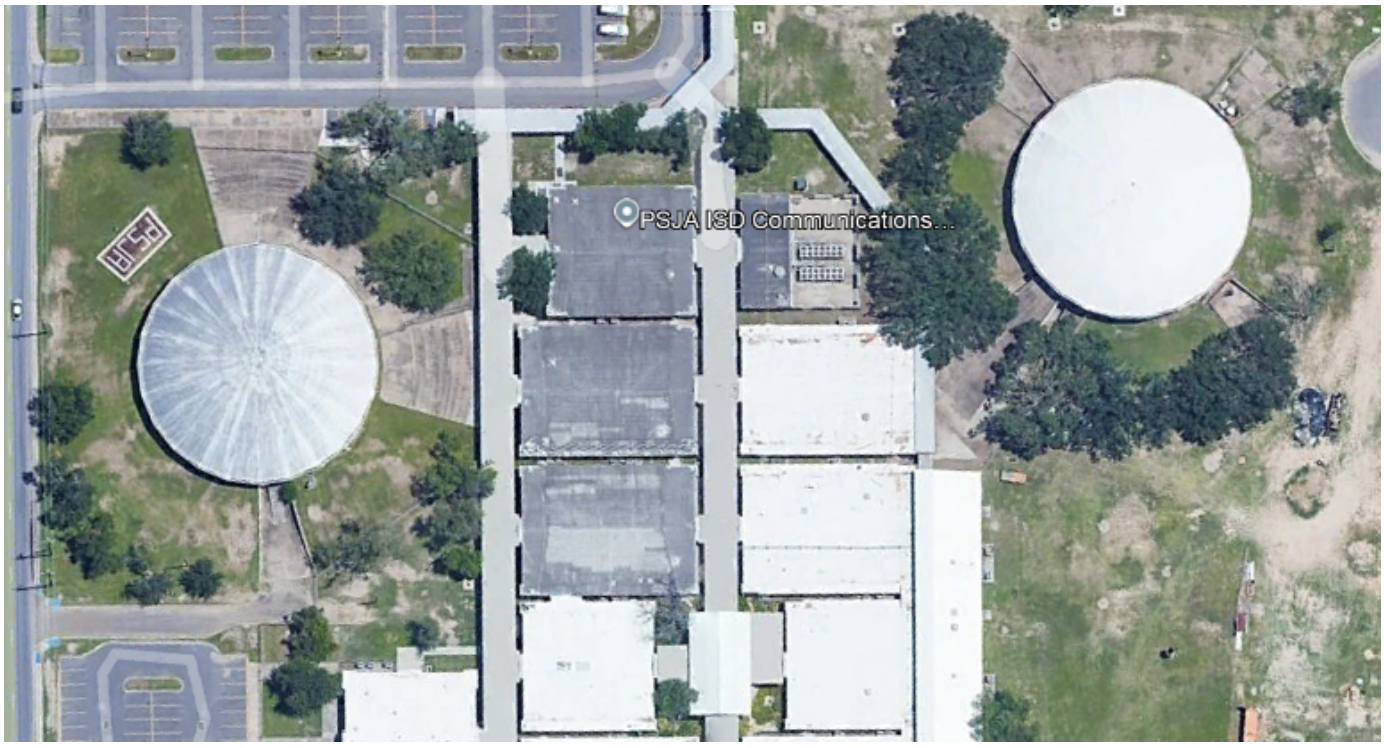
1803 S. Cesar Chavez, Edinburg, TX 78542
Phone: (956) 383-8194 Fax (956) 383-4502

SLR BUILDING CONTRACTORS

Previous Work Completed by SLR Building Contractors, LLC

DOMES AT Pharr-San Juan-Alamo (PSJA School Distrcit) High School.

Spray Foam Roofing System Applied in 2016
(Each Dome is 19,000 sq. ft.)



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Phone: (956) 383-8194 Fax (956) 383-4502

SLR BUILDING CONTRACTORS

Compression Strength: 3 lb SPF vs. ISO Board Insulation

Property	3 lb/ft^3 SPF	ISO Board	Implications for Roofing
Typical ASTM Test	ASTM D1621	ASTM C1289 / D1621	
Compressive Strength (psi)	25–40 psi (at 10% deformation)	16–25 psi (flatwise)	SPF 50–100% stronger
Compressive Yield Strength	30–50 psi	20–30 psi	SPF better resists permanent deformation
Modulus of Elasticity (psi)	700–1,500	400–800	SPF stiffer under load

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SLR BUILDING CONTRACTORS

Prominent Work Performed with Spray Foam Roofing System in the USA

Tesla Gigafactory 1 (Reno, NV) – Portions of Roof
Project Scope: Approximately 200,000 sq. ft. of SPF on warehouse/distribution areas
Contractor: Not publicly disclosed (multiple roofing contractors on site)
Year: 2017-2019

Dallas Cowboys AT&T Stadium (Arlington, TX)
Project Scope: 73,000 sq. ft. of spray polyurethane foam (SPF) roofing
Contractor: Carlisle Construction Materials (CCM)
Year: Original 2009; recoat 2018

Smithsonian National Air and Space Museum – Udvar-Hazy Center (Chantilly, VA)
Project Scope: 175,000 sq. ft. roof area
Contractor: Accella Performance Materials (formerly Bayer Material Science)
Year: 2003 (original); 2018 restoration

McCormick Place Convention Center West Building (Chicago, IL)
Project Scope: 300,000 sq. ft. roof renovation
Contractor: Gaco Western / Chicago Roofing Contractors Association member
Year: 2015-2017

Miami International Airport – Concourse D (Miami, FL)
Project Scope: 45,000 sq. ft. terminal roof
Contractor: MBCI with SPF specialist applicator
Year: 2014

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SLR BUILDING CONTRACTORS

Prominent Work Performed with Spray Foam Roofing System in the USA

Procter & Gamble Manufacturing Facility (Greensboro, NC)
Project Scope: 500,000+ sq. ft. manufacturing complex
Contractor: Huntsman Building Solutions
Year: 2016-2018 (phased)

University of Texas at Austin – Darrell K Royal-Texas Memorial Stadium
Project Scope: 150,000 sq. ft. premium seating and concourse areas
Contractor: Johns Manville SPF Systems
Year: 2013 renovation

U.S. Postal Service Processing & Distribution Center (Denver, CO)
Project Scope: 400,000 sq. ft. flat roof
Contractor: Firestone Building Products (SPF division)
Year: 2012

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Phone: (956) 383-8194 Fax (956) 383-4502

Case Study – Comparison of Conventional and SPF Roofing Systems

The Experience at Texas A&M University

Sam Cohen
Project Management Supervisor
Engineering Design Services
Physical
Plant Department
Texas A&M University

The Problem and Potential Solution

In 1974, dissatisfied with performance of traditional tar and gravel built-up roofing (BUR) systems, the Physical Plant Department began looking for viable roofing alternatives. The BUR roofs were constantly leaking, and because of the nature of BUR, leak detection was virtually impossible.

As the Physical Plant Department began soliciting information from various roofing sources and checking references, sprayed polyurethane foam (SPF) roofs exhibited advantages that seemed to fit the criteria of the University. The Physical Plant Department found the following:

1. Seams are one of the major sources of leaks in roof systems and SPF roofs are totally seamless.
2. Water does not travel laterally in SPF roofs as it can in BUR or single-ply roofs. A leak in the top membrane of a BUR or single-ply roof will create the spreading of water, saturating the insulation and causing multiple interior leaks. With SPF, even if a hole is punched through the entire two-inch membrane, water movement will be restricted to the hole. In most cases repairs can be made with a tube of caulk.
3. Because the SPF roof is lightweight, permeable and fully adhered, normally an old roof does not need to be removed in order to apply a new one. If underlying areas of saturated insulation are found, minimal tear-off may be required.
4. The SPF roofing is less disruptive to students and faculty since tear-off is minimal. Also, projects are accomplished faster because the application is quieter, quicker and requires far less laborers.
5. Roof mounted units, penetrations, curbs, and parapets can receive a seamless monolithic application because SPF is spray applied. BUR and single-ply roofs require flashing materials with sealants which frequently result in leaks.

Note: This case study content is drawn from external sources and data is provided by Texas A&M University. Content is provided for the sole purpose of consumer education.

SPF Roofing Systems Case Study, Continued.

Giving SPF Roofing Systems a Test Run

In 1974-75, convinced the proceeding advantages warranted taking a look at this relatively new roofing system, the Physical Plant Department issued contracts for the reroofing of several buildings. One of the earliest roofs done with this system was Davis-Gary dorm. After seventeen years this roof has not leaked and requires minimal maintenance.

Between 1975 and 1977 the Physical Plant Department and TAMU Systems Facilities Planning and Construction (FPC) communicated back and forth concerning the monitoring of these roof installations. New BUR roofs were providing the University with service life of less than five years, and many of the BURs were leaking from the onset. In 1977 the Physical Plant Department foamed over a BUR application that was less than four years old. After monitoring the SPF installations, FPC was also convinced and since 1977, all new roof applications have used SPF roofs.

FPC received numerous complaints stemming from this decision. Few roofing contractors had the financial ability to mobilize spraying foam. Fewer still had the caliber of crews that chemically formulate foam in the field. Though this eliminated potential bidders, it in effect greatly elevated the caliber of roofing contractor performing work at Texas A&M.

Many outside architects working at the University were unfamiliar with the system, and some of these had a reluctance to learn anything new, but the Physical Plant and FPC were adamant. As time went by, architects and general contractors learned the many advantages of the system. This caused proliferation of the SPF Roof systems in surrounding school districts and Universities.

The Performance Record

Today over 7 million square feet of SPF roofing has been applied throughout the A&M system. With very few exceptions, these roofs are holding up extremely well. In fact, it is extremely rare that one of these roofs leaks at all. Blister defects, which occasionally occur, do not create leak problems. Most leak problems at our campus occur on the few buildings that still have BUR on them.

In 1985 the Physical Plant Department found another advantage in using SPF roofing systems. For a number of years, Mr. Gerald Scott, P.E. was in charge of roofing and energy conservation within the Physical Plant Department. Vendors of the SPF system always championed the energy saving characteristics of the system. We realized polyurethane was a most effective insulation, but our main concern had always been to prevent roof leaks.

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SPF Roofing Systems Case Study, Continued.

Mr. Scott monitored energy savings on 27 different buildings that had received SPF roofs from 1980 to 1984. The results were astounding. TAMU was able to recover the complete cost of the roof application through energy savings in an average of four and one-half years.

Mr. Scott's Concluding Thoughts

Quoted here is Mr. Scott's conclusion, which is still shared by today's Physical Plant Department:

From the time of construction, and throughout the life of the roof, built-up roofs were major maintenance and repair items. The experience that the Texas A&M University Physical Plant gained since 1974, when they began, indicates that no major problem, and very few minor ones exist in the polyurethane roof systems. As a result of this experience, all new construction includes the foamed polyurethane roof system. To date some 16 new facilities have this roof system totaling nearly one million square feet.

Another major advantage in a SPF roof system that does not exist with any other roofing system, is that SPF is a renewable system. While BURs and singly-plys must be removed and replaced after their usable lives, SPF roofs can be repaired and recoated to offer an indefinite life expectancy. Coupled with the energy savings and reduction in in-house maintenance costs, the SPF roofing system maintains a tremendous long-term cost efficiency advantage over all other roofing systems. Without question, SPF roofs have a tremendous edge in preventing leaks and in detection and repair when one does occur.

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DATE (MM/DD/YYYY): 03/31/2026

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PRODUCER	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
P. O. Box 625	E-MAIL ADDRESS: mindy@mcafeeagency.com	
321 Second Street	INSURER(S) AFFORDING COVERAGE	NAIC #
Mercedes TX 78570	INSURER A : Champlain Specialty Ins. Co.	
INSURED	INSURER B : Progressive Companies	
SLR Building Contractors, LLC	INSURER C : Starstone National Ins. Co.	
1803 S. Cesar Chavez Rd.	INSURER D :	
	INSURER E :	
Edinburg TX 78542	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2026-2027 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CSARCGL0003245 03	03/20/2026	03/20/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			969683656	05/17/2025	05/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 100,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ESC00558768P 08	03/20/2026	03/20/2027	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	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					[ ] 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)

City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PRODUCER	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-
CONTACT NAME:	COMMERCIAL DEPARTMENT/Ruby Hernandez
PHONE (A/C, No, Ext):	(956)685-1936 **FAX (A/C, No):** (956)781-5247
E-MAIL ADDRESS:	CERTIFICATE REQUEST INFOCL@VIP-INS.NET
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A : Texas Mutual Insurance Co	22945
INSURED	SLR BUILDING CONTRACTORS LLC 1803 S CESAR CHAVEZ RD. Edinburg TX 78542-
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	0002070497-25	11/21/2025	11/21/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project:RFP # 2026-009

Fountain Center Roof Rehabilitation
1210 E Kuhn St
Edinburg, TX 78541

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DRIVE
EDINBURG TX 78539-

Fax:( ) -

CANCELLATION

AI 127983

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AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

04/13/2026

Company/Vendor Name:

SLR Building Contractors, LLC

Printed Name and Title:

Stephanie L Renteria - President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SLR Building Contractors, LLC
(Full, correct legal name)

- Address: 1803 S Cesar Chavez Rd.
  Edinburg, TX 78542
- Telephone/Fax: (956) 383-8194 / (956) 992-9771
- Email address: s.renteria@slrbc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No_✓_

3. Is your Company authorized and/or licensed to do business in Texas? Yes_✓_ No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes_✓_ No____

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _8_ (years) _11_ (months)

   c. State the number of full-time employees at the Edinburg office. 22

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_✓_

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: Stephanie L Renteria
   Address: 1803 S Cesar Chavez Rd., Edinburg TX 78542
   Telephone: (956) 383-8194
   Fax: (956) 992-9771
   Email: s.renteria@slrbc.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (✓).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    Rio Grande Urethane
    1803 S Cesar Chavez Rd., Edinburg TX 78542

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, Stephanie L Renteria, the undersigned representative of SLR Building Contractors, 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:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

April 13, 2026

DATE:

SENATE BILL 13 VERIFICATION

I, Stephanie L Renteria, the undersigned representative of SLR Building Contractors, 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:**

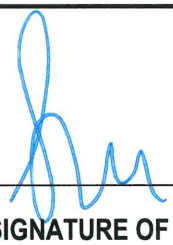
1) **does not boycott energy companies and;**

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:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

April 13, 2026

DATE:

SENATE BILL 19 VERIFICATION

I, Stephanie L Renteria, the undersigned representative of SLR Building Contractors, 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.

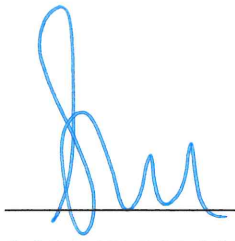
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

April 13, 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.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Stephanie L Renteria		04/13/2026
Name of signatory	Signature	Date

PLEASE NOTE THAT REFERENCES ARE ENDORSING MULTIPLE PROJECTS ON THE ATTACHED LETTERS, WE ARE HOPING YOU CAN UTILIZE THESE AS MORE THAN JUST THREE PROJECT PAST PERFORMANCE

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: SLR Building Contractors, LLC

Reference Company Name: BADAFI Foods

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: Mr. Roy Villarreal

Date: 04/13/2026

Badafi Foods LLC
3701 W. Military Hwy, McAllen, TX 78503

November 13, 2024

To Whom It May Concern,

I'm pleased to recommend SLR BUILDING CONTRACTORS, company that has been my go-to roofer for the past 5–6 years. Over multiple projects at the North and South plants with over 178,000 sq. ft. of installed roofs, SLR has consistently impressed me with their high-quality work and reliability.

From small repairs to larger jobs, SLR takes pride in getting the details right, so I've always been confident the work will last without needing follow-up fixes. I also appreciate their dependability—they show up on time, meet deadlines, and keep me in the loop on project progress, which makes the process straightforward and stress-free.

They keep the worksite tidy, are respectful of my property, and put safety first, which makes a big difference. Their professionalism and respectful approach are the reasons I continue to trust them with my roofing needs.

I'm happy to recommend SLR BUILDING CONTRACTORS for any roofing project. Their commitment to quality and dependability is a rare find.

Sincerely,

Mr. Roy Villarreal
Facilities Director
Badafi Foods, Inc.
(956) 215-7180
roy.villarreal@badafifoods.com

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: SLR Building Contractors, LLC

Reference Company Name: Edinburg CISD

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___

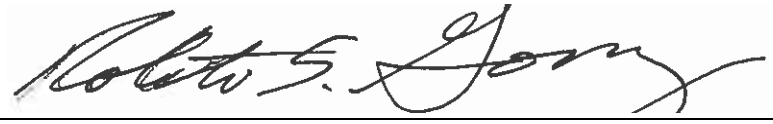
3. Provided completed warranty documents and performed warranty items timely: Yes✓ No____

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: Mr. Robert S Gomez

Date: 04/13/2026

EDINBURG CISD

411 N. 8th Ave., Edinburg, TX 78541
(956) 289-2300

CARMEN GONZÁLEZ, President
XAVIER SALINAS, Vice-President
LUIS ALAMIA, Secretary
MIGUEL "MIKE" FARIAS, Member
LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Mario H. Salinas, Superintendent

November 20, 2024

Gilbert Renteria
SLR Building Contractors, LLC
Owner

To Whom It May Concern

On behalf of the Edinburg C.I.S.D. it is with pleasure that I take this opportunity to express our thoughts and appreciation for the great job provided by SLR Building Contractors, LLC during the last several year. SLR Buidling Contractors has done roofing project for some of our school which are De Zavala Elem., De La Vina Elem. And Memorial Middle School.

SLR attention to detail on their project, headed by Gilbert Renteria has proven how a well-organized project can come to life when the Owner, Architect and Contractor share a common goal to achieve a successful project. They kept us informed, responded diligently when additional information was requested, and were always willing to cooperate and serve our district and campus personnel and most importantly kept the project on schedule for the benefit of students and staff without disrupting the teaching environment.

SLR's quality of work and their relaibility have been more than satisfactory to our district and have handled every obstical in a professional manner and timely manner and always ensure the project gets completed to the satisfaction of the owners.

We look forward to future projects with SLR. Should you have any questions or need additional information do not hesitate to call me at (956) 289-2578.

Sincerely,

Roberto S. Gomez
Director of Facilities Department

Nondiscrimination Statement

Edinburg CISD does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the nondiscrimination policies: Title IX issues: Robert Vina, r.vina@ecisd.us , Coordinator of Personnel/Legal Issues, ADA/504 issues: Sofia Hinojosa, sofia.hinojosa@ecisd.us , Coordinator of Student & Social Services, 411 N. 8th Avenue, Edinburg, TX 78539, (956) 289-2300

Edinburg CISD no discrimina por motivos de raza, color, origen nacional, sexo, discapacidad o edad en sus programas o actividades y brinda igualdad de acceso a los Boy Scouts y otros grupos juveniles designados. Las siguiente personas han sido designadas para manejar consultas sobre las políticas de no discriminación Title IX issues: Robert Vina, r.vina@ecisd.us , Coordinator of

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: SLR Building Contractors, LLC

Reference Company Name: La Joya ISD

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: Mr. Roger Hernandez

Date: 04/13/2026

La Joya Independent School District
Superintendent of Schools
200 West Expressway 83
La Joya, Texas 78560
Telephone (956) 323-2006
(956) 323-2008

School Board
Julian Alvarez III, President
Anita Chavez, Vice-President
Alyssa Peña, Secretary
Celso Gomez Jr., Member
Dr. Rosalva Hernandez, Member
Dr. Carlos Margo, Member
Jessica Ochoa, Member

To Whom It May Concern,

I'm writing to highly recommend SLR Building Contractors, LLC, who have consistently provided top-quality roofing services over the past several years. We've worked together on numerous projects, listed below, and every experience has been a positive one.

Irene Garcia M.S.	Roof 145,000 sq. ft. approximately
Americo Paredes E.S.	Roof 9,500 sq. ft. approximately
Guillermo Flores E.S.	Roof 46,000 sq. ft. approximately
Henry B. Gonzalez E.S.	Roof 95,000 sq. ft. approximately
Ann Richards M.S.	Roof 140,000 sq. ft. approximately
La Joya High School	Roof 189,000 sq. ft. approximately
Kika de la Garza E.S.	Roof 48,000 sq. ft. approximately

On every project, SLR Building Contractors, LLC has proven to be both professional and easy to work with. They're respectful, keep the job site organized, and always communicate clearly, which makes a big difference in keeping the project on track and stress-free.

For anyone looking for a reliable, skilled, and professional roofer, I'd recommend SLR Building Contractors, LLC.

Sincerely,

Mr. Rogelio Hernandez
Coordinator for Facilities
La Joya Independent School District
(956) 323-2134
r.hernandez9@lajoyaisd.net

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**

Bond

Penal Sum: **[Amount]** ORIGINAL BID BOND ATTACHED

Date of Bond: **[Date]**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SLR BUILDING CONTRACTORS LLC
1803 S CESAR CHAVEZ RD.
Edinburg, TX 78542

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

BOND AMOUNT:
5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Project:RFP # 2026-009 Fountain Center Roof Rehabilitation
1210 E Kuhn St Edinburg, TX 78541

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 31st day of March 2026

Guillermo Rodriguez

(Witness)

(Witness)

SLR BUILDING CONTRACTORS LLC
(Principal) *(Seal)*

(Title) Stephanie Lynn Renteria - President

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.

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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 31st Day of March 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:	SLR Building Contractors, LLC		
Corporate Office	Edinburg, Texas		
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of corporate office:	1803 S Cesar Chavez Rd Edinburg, TX 78542		
Local Office	Edinburg, Texas		
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of local office:	1803 S Cesar Chavez Rd Edinburg, TX 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. N/A		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	05/04/2017	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Stephanie L Renteria		Title:	President	
Authorized to sign contracts: ☑ Yes ☐ No			Limit of Authority:		$ No Limit
Name:			Title:		
Authorized to sign contracts: ☐ Yes ☐ No			Limit of Authority:		$
Name:			Title:		
Authorized to sign contracts: ☐ Yes ☐ No			Limit of Authority:		$
Name:			Title:		

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☑ Minority Business Enterprise		
☑ Woman-Owned Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	09/09/2020
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Mariano Escobedo	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA Construction Industry Safety	Carrer Safe	Jul 2027
OSHA Construction Construction Safety	IACET	Oct 2026

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
Texas Mutual Insurance Co.	0	0	0	0	0	0	0	0	0

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:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	NH
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):	55 West Street
	Keene, NH 03431

Physical Address (principal place of business):	55 West Street Keene, NH 03431		
Phone (main):	(800) 225-5646	Phone (claims):	(800) 225-5646

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.):		McAfee Insurance Agency	
Insurance Provider		Type of Policy (Coverage Provided)	
Champlain Specialty Ins. Co.		Commercial Liability	
Progressive Companies		Automobile Liability	
Starstone National Ins. Co.		Umbrella	
Texas Mutual Insurance Co.		Worker's Compensation	
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):	P.O. Box 625 Mercedes Texas 78570		
Physical Address (principal place of business):	321 Second Street Mercedes Texas 78570		
Phone (main):	(956) 565-2481	Phone (claims):	(956) 565-2481

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:	21
Estimate of revenue for the current year:	+$12'000,000.00
Estimate of revenue for the previous year:	+$13'000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	More than 7 years			
As a general contractor:	✓	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: SLR Building Contractors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Date: _____
(date signed)

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

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
1803 S Cesar Chavez Rd
Edinburg, TX 78542

Designated Representative:

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Address:
1803 S Cesar Chavez Rd
Edinburg, TX 78542

Phone: 956-383-8194

Email: s.renteria@slrbc.com

Schedule A—Current Projects

Name of Organization	Edinburg Consolidated Independent School District				
Project Owner	Edinburg Consolidated Independent School District		Project Name	Elementary Schools Gym Renovations	
General Description of Project	Turn Key Additions to ten (10) Elementary School Gymnasiums in two different phases.				
Project Cost	Approximately $7'900,000.00		Date Project	June 2023 to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert S Gomez	Facilities Director	ECISD	(956) 289-3000 x-8062	roberto.gomez2@ecisd.us
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	La Joya Independent School District		Project Name	Ann Richards Middle School Roof Renovations	
General Description of Project	Re-Roofing of Campus Buildings Including Cafeteria and Gymnasium				
Project Cost	$1'042,000.00		Date Project	March to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFI Foods		Project Name	BADAFI Expansion	
General Description of Project	Expansion of Cold Shipping Area with new roof and Concrete Floor				
Project Cost	$395,000.00		Date Project	October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Edinburg				
Project Owner	City of Edinburg		Project Name	Police Department and Municipal Court Re-Roof	
General Description of Project	Turn key Re-Roofing for Police Department and Municipal Court Buildings and Weatherproofing repairs.				
Project Cost	$575,000.00		Date Project	April to September 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo		Guillermo Rodriguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com
Designer	City Engineering				
Construction Manager	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com

Project Owner	La Joya ISD		Project Name	Henry B Gonzalez Elementary School	
General Description of Project	Henry B Gonzalez Re-Roofing and Interior Renovations				
Project Cost	$1'240,000.00		Date Project	January to August 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo		Guillermo Rodriguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFI Foods		Project Name	South Plant Re-Roofing	
General Description of Project	Re-Roofing of Entire 150,000 sq. ft. facility in several stages				
Project Cost	+ $1'600,000.00		Date Project	May 2023 to October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Gilbert Renteria	Joe Galvan	Mariano Escobedo		Guillermo Rodriguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Gilbert Renteria	
Years of experience as project manager		20+ years	
Years of experience with this organization		20+ years	
Number of similar projects as project manager		Excess of 50	
Number of similar projects in other positions		Excess of 50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20 %	December 2024
La Joya ISD Ann Richards Middle School		25 %	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Roy Villarreal
Title/Position	Facilities Director	Title/Position	Facilities Director
Organization	ECISD	Organization	Badafi Foods
Telephone	(956) 289-3000 x-8062	Telephone	(956) 215-7180
Email	roberto.gomez2@ecisd.us	Email	roy.villarreal@badafifoods.com
Project	Elementary Schools Gym Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Joe Espiricueta	
Years of experience as project superintendent		4 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		8 projects	
Number of similar projects in other positions		+10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Badafi Expansion		85%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Rogelio Hernandez	Name	Roy Villarreal
Title/Position	Coordinator for Facilities	Title/Position	Facilities Director
Organization	La Joya ISD	Organization	Badafi Foods
Telephone	(956) 323-2134	Telephone	(956) 215-7180
Email	r.hernandez9@lajoyaisd.net	Email	roy.villarreal@badafifoods.com
Project	Ann Richards Middle School Roof Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Mariano Escobedo	
Years of experience as project manager		3-1/2	
Years of experience with this organization		3-1/2	
Number of similar projects as project manager		6	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		15%	December 2024
Badafi Foods Expansion		15%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Safety Coordinator	Candidate's role on project	Safety Coordinator

Quality Control Manager			
Name of individual		Guillermo Rodriguez	
Years of experience as project superintendent		+25	
Years of experience with this organization		+4	
Number of similar projects as project superintendent		+50	
Number of similar projects in other positions		+100	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20%	December 2024
Badafi Foods Expansion		10%	Early January 2025
La Joya ISD Ann Richards Middle School		15%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager

9.01 ATTACHEMENTS

A. N/A

B. HUB Certification

C. Safety Performance (Insurance Loss Report)

D. Financial reports provided upon request.

E. Completed Jobs (Spray Foam Roofs) Listings in support of paragraph 8.02

F. Key Individuals Resumes

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1821441463500**
Approval Date: **October 1, 2024**
Scheduled Expiration Date: **October 1, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SLR BUILDING CONTRACTORS, 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 **October 1, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SLR BUILDING CONTRACTORS, LLC
STEPHANIE L RENTERIA
5314 FALCON CREST LN
EDINBURG TX. 78542
ACCOUNT 5560546



POLICY	P	LOSS DESC	DOL	CLAIM NBR	CLAIMANT	COVEREGE TYPE	STATUS	PAID	RESERVES	EXPENSES	RECOVERY	TOTAL
BAP 5560546	00			Policy Period from 05/17/2019 to 05/16/2020								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2020 to 05/16/2021								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2021 to 05/16/2022								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2022 to 05/16/2023								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
BAP 5560546	00			Policy Period from 05/17/2023 to 05/16/2024								
Totals for Policy Period				Number of Claims 0				$0.00	$0.00	$0.00	$0.00	$0.00
Totals for Policy		BAP 5560546		Number of Claims		0		$0.00	$0.00	$0.00	$0.00	$0.00
Report Totals				Number of Claims		0		$0.00	$0.00	$0.00	$0.00	$0.00



JOB

REFERENCES (Spray Foam Roofing Jobs)

- UTPA Cafeteria ----------29,500 square feet
- UTPA Ballroom ----------5,400 square feet
- UTPA CAS Building ----------48,000 square feet
- UTPA BUSA Building ----------24,500 square feet
- UTPA SBS Building ----------26,500 square feet
- UTPA Physical Plant ----------75,000 square feet
- UTPA Lamar Building ----------40,000 square feet
- UTPA Lamar Annex ----------4,500 square feet
- UTPA Financial Service Building ----------14,500 Square feet
- UTPA Administration Building ----------13,500 Square feet
- UTPA Emilia Hall ----------6,600 square feet
- UTPA Southwick Hall ----------6,800 Square feet
- UTPA HPE1 ----------28,500 Square feet
- UTPA HPE2 ----------48,500 Square feet
- UTPA Academic Services Building ----------37,500 square feet
- UTPA Engineering Building ----------24,500 square feet
- UTPA Haggar Building ----------135,500 Square feet
- UTPA Neurological Science Building ----------4,500 square feet
- UTPA Auditorium ----------10,500 square feet
- UTPA HSW ----------27,000 square feet
- UTPA HSE ----------16,000 square feet
- UTPA Cooling Plant ----------10,500 square feet
- UTPA Bronc Village ----------38,500 Square feet
- UTPA Library ----------54,500 Square feet
- UTPA Contact Person: Alex Valdez 956-665-7105 (Chief Procurement Officer)

- Glick Twins In Pharr TX. ----------12,500 Square feet
- Contact Person : Robert Glick 956-279-1352 (Owner)

- MAE Power Equipment ----------9,000 Square feet
- Contact Person: Ben Cavazoz 956-605-5994 (Owner)

JOB REFERENCES

- Mission Regional Medical Center 3rd Floor roof ----------30,000 square feet
- Mission Regional Medical Center 2nd Floor roof ----------16,500 square feet
- Contact Person: Julian Cerventes (Director) 956-323-1201

- Pioneer Ag. & Nutrition Warehouse "B" ----------8,000 Square feet
- Pioneer Ag. & Nutrition Warehouse "C" ----------46,000 square feet
- Pioneer Ag. & Nutrition Main Office ----------5,500 square feet
- Pioneer Ag. & Nutrition 15 Bulk Tanks ----------14,500 square feet
- Pioneer Ag. & Nutrition 8 Holding Tanks ----------7,500 square feet
- Contact Person: Roy Villarreal 956-330-5967 (Plant Director)

- Law Office of Robie (Roel) Flores ----------3,800 square
- Contact Person: Robie Flores (Owner) 956-631-7189

- Desperado Harley Davidson Dealership in McAllen TX. ----------48,000 square feet
- Contact Person: Chet Hatzhold (Service Manager) 956-458-4627

SLR Building Contractors

Gilbert Renteria, III
Project Role: Estimator/Project Manager

Urethane Consultant
Master Roof Installer
Certified Distributor

Gilbert is active in all phases of construction and involved in each project. He is responsible for all projects, client relations, site reviews and oversees all project managers and project superintendents.

One of the reasons SLR Building contractors is able to consistently complete projects on-time and in-budget quality projects is his hands-on approach. He makes regular site visits, meets with Owner's and Owners' representatives, and is able to expedite difficult orders or negotiate changes as needed.

With over a 24-year track record providing management, administrative support and construction experience, Gilbert is a valuable asset for all Owners, End-Users and their projects.

Experience:

2016 - Present **Global Polymer Systems**
Owner
Develop, manage and achieve objectives in the roofing and insulation industry, oversee vision and mission by setting and maintaining strategies to grow business revenue and profitability.

2012 - Present **SLR Building Contractors**
Project Executive/Project Manager/Estimator/Superintendent

Optimize site processes to ensure high team performance, outline site policies and safety procedures. Attend industry conferences and trade shows to learn new up and coming systems and networking with manufacturers.

2006 - Present **South Texas Urethane**
Owner
Provide strategic and operational leadership to improve operations. Effectively direct the performance of sales and marketing of urethane roofing and insulation systems through feedback and performance reviews.

2001 - Present **Rio Grande Urethane Roofing Co.**
Owner
Plan, execute and finalize roofing and insulation projects within budget and scope objectives. Identify, effectively communicate and resolve project issues or concerns.

SLR Building Contractors

Guillermo Rodriguez

Project Role: General Manager/ QA-QC Manager

EDUCATION

Instituto Tecnologico y de Estudios Superiores de Monterrey
December 1986 BS, Chemical Engineering Monterrey, N.L., Mexico

EXPERIENCE

Thirty plus years of experience working as a frontline administrator in the Maquiladora Industry, twenty-five of which have been in the areas of Resource Planning, Sourcing & Procurement, Material and Inventory control for a variety of industries including High-tech Electronics, Automotive components, Industrial Refractories, Lighting and Control. Employed with renowned transnational companies such as General Electric, Johnson Controls Inc. and Industrias Peñoles both in the U.S.A. and in Mexico.

March 2020 – Present **SLR Building Contractors, LLC**
General Manager/QA-QC Manager Edinburg, TX

- Primary duties include but not limited to managing day to day operations, purchasing, quality, safety, cost control and continuous improvement within the organization.
- Charged with revamping of current practices to develop, test and incorporate Standardized Operating Procedures throughout the organization and implement lean practices which will allow continuous growth and profitability.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.
- Oversight of complete estimating and bidding process as well as the daily monitoring of multiple works in progress as well as cost accounting and invoicing.
- Oversight of procurement process and supplier selection.

March 2014 – February 2020 **Paulmex International**
Operations Manager Edinburg, TX

- Responsible to evaluate, enhance, and develop policies, procedures, and best practices to support the Company's accelerated growth and continuous changes in regulations. Implemented performance metrics & visual management techniques driving continuous improvement activities and reducing costs.
- Implemented a new Safety program, Lean activities, & currently installing a TPM (preventative maintenance program)
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with field operations the Quality of bot materials and installations and complete adherence to specifications and at the same time applying Engineering expertise to manage, approve and implement changes as they occur to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.

- Developed & Implemented new inventory model yielding $700K reduction in the first 20 months. Improved scheduling prioritization and forecasting practices. Improved delivery performance 78-96%, eliminated Customer Past due by more than $100K and reduced Premium Freight by more than $75K in the first ten months.

April 1995 – November 2013 **Johnson Controls Inc.**
Materials and Manufacturing Leader Reynosa, Tamps., Mexico

- Responsible for implementing and driving the key operating rhythms and metrics for a $300M operation providing cross-functional leadership throughout the organization. These metrics and indicators ensure the alignment and execution of the Operation Business Plans in the Reynosa-Pharr facilities.
- Also responsible for managing the engineering aspects of procurement and inventory of electronic and mechanical components for the manufacturing facilities in Texas and Mexico.
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with Manufacturing and Materials teams to modify manufacturing and engineering plans when changes occurred, apply engineering expertise to review and approve isometric drawings, dimensioning and metallurgy to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Also responsible for overseeing the transfer or Raw Materials from different Johnson Controls facilities, the assembly of individual customer orders and timely shipments of said orders while validating and updating forecasted sales to assure proper use of manufacturing capacities and material availability and resource utilization.

SLR BUILDING CONTRACTORS

Stephanie L. Renteria

Project Role: President & Chief Operations Officer

Education:
B.B.A. Accounting, Business Honor Society, UTRGV

Experience:

March 2012 - Present **SLR Building Contractors**
President/COO

Stephanie is responsible for administering all construction contracts, including preparation of schedule of values, monthly billing, compliance reports and tracking changer order issues.

Negotiating insurance coverage

Reviews closely with Project Executive to ensure cash flow is positive and subcontractors and suppliers are paid timely.

Responsible for all treasury and finance functions including accounts receivable and payable, payroll (including certified payrolls), and preparation of financial statements and other reports.

Reviewing subcontractors' contracts and applications for payment to ensure accuracy, completeness and compliance with SLR Building Contractors policies regarding insurance, workman's compensation, payroll reports and non-discrimination provisions.

April 2009 - March 2012 **Rio Grande Urethane Roofing Co.**
CFO

Track cash flow, financial planning, analyzing financial strengths, develop strategies and plan for future company growth.

Responsible for administering all roofing construction contracts, schedule of values, monthly billing, payroll and tracking all change orders.

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 13th day of April, 2026.

SLR Building Contractors, LLC
Name of Bidder

Stephanie L Renteria
Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
52 Ft. Skytrack (2 Units)	✓	
45 Ft. Boom Lift	✓	
GRACO GH2 1:1 Ratio Proportioner	✓	
GRACO H50 1:1 Ratio Proportioner	✓	

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
Roofing Foam	Global Polymers Systems
Elastomeric Coating	Global Polymers Systems
Granules	Sesco

BIDDER

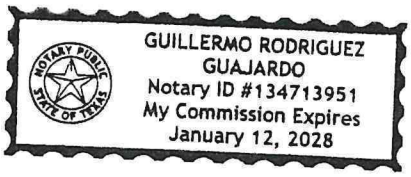
Executed this: 13th Day of : April 20. 26

By: SLR Building Contractors, LLC

BIDDER

Title: Stephanie L Renteria - President

NOTARY PUBLIC



State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 13th day of April 2026

Guillermo Rodriguez Guajardo my commission expires 01/12/2028.

NOTARY PUBLIC

END OF SECTION

SLR BUILDING CONTRACTORS

April 13, 2026

City of Edinburg
415 W University Dr.
Edinburg TX 78541

Ref: **Edinburg Fountain center Roof Rehabilitation RFP# 2026-009**
CITY OF EDINBURG NON-BRIBERY MODEL FORM

Dear City of Edinburg:

The undersigned party certifies that SLR BUILDING CONTRCATORS, 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.

Stephanie L Renteria
Printed Name

Signature

President
Position in Bidding Company

04/13/2026
Date

1803 S. Cesar Chavez, Edinburg, TX 78542
Phone: (956) 383-8194 Fax (956) 383-4502

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Stephanie L Renteria, being first duly sworn, deposes and says that:
(Name)

(1) She is President of SLR Building Contractors, LLC, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign Stephanie L Renteria

Title President

Subscribed and sworn to me this 13th day of April, 20 26.

By: Guillermo Rodriguez Guajardo

Notary Public Guillermo Rodriguez Guajardo.
My commission expires January 12, 2028

GUILLERMO RODRIGUEZ GUAJARDO
Notary ID #134713951
My Commission Expires
January 12, 2028

END OF SECTION

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

PERFORMANCE BOND WILL BE PROVIDED UPON AWARD OF PROJECT

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: Stephanie L Renteria *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: President	Title: _____
Attest: Guillermo Rodriguez Guajardo *(Signature)*	Attest: _____ *(Signature)*
Name: Guillermo Rodriguez Guajardo *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: General Manager	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]**

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

PERFORMANCE BOND WILL BE PROVIDED UPON AWARD OF PROJECT

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: Stephanie L Renteria *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: President	Title: _____
Attest: GUILLERMO RODRIGUEZ GUARDADO *(Signature)*	Attest: _____ *(Signature)*
Name: GUILLERMO RODRIGUEZ GUARDADO *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: GENERAL MANAGER	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
[Affiant]

being by me duly sworn on his oath stated that he is_____, of
[Title]

_____
[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 _____.
[Date]

_____
Notary Public in and for the State of TEXAS

_____
[Print or type Notary Public name]

[Notary Seal] My Commission Expires:_____
[Expiration Date]

END OF DOCUMENT

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Stephanie L Renteria, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

SLR Building Contractors, 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 April 13, 2026.
[Date]

GUILLERMO RODRIGUEZ GUAJARDO
Notary ID #134713951
My Commission Expires
January 12, 2028

[Notary Seal]

Guillermo Rodriguez Guajardo
Notary Public in and for the State of TEXAS

Guillermo Rodriguez Guajardo
[Print or type Notary Public name]

My Commission Expires: January 12, 2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation: Limited Liability Corporation

Corporate Name: SLR Building Contractors, LLC
State of Incorporation: Texas
Mailing Address: 1803 S Cesar Chavez Rd., Edinburg TX 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.*

Stephanie L Renteria - President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

04/13/2026
[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.

SLR Building Contractors, LLC
[Typed Name of Company:]

Stephanie L Renteria - President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

04/13/2026
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SECTION 00830

WARRANTY

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the warranty. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

1.05 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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 therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

1.06 PARTIAL UTILIZATION

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

B. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions 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. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

1.07 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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

1.08 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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified above and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or

OWNER's property might in any way be responsible 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.

B. Review of Application and Acceptance

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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. 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. Payment Becomes Due

Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. Final Completion Delayed

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

1.09 WAIVER OF CLAIMS

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to the above, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

END OF SECTION

Agree:

Stephanie L Renteria
President

Date: 04/13/2026

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: JL61GAMMMN54

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

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

What is the UEI?

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

How do I register with SAM?

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

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 04/13/2026

Company/Vendor Name: SLR Building Contractors, LLC

Printed Name and Title: Stephanie L Renteria - President

Authorized Signatory:



THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- ☑ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 04/13/2026

Company/Vendor Name: SLR Building Contractors, LLC

Printed Name and Title: Stephanie L Renteria - President

Authorized Signatory: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name:

Address and Zip Code: SLR Building Contractors, LLC

1803 S Cesar Chavez Rd.

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)
   Veterans Memorial Pavilion Renovations and Improvements - Hidalgo County
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)
   Veterans Memorial Pavilion Renovations and Improvements - Hidalgo County
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.

Stephanie L Renteria - President

(Name and Title of Signer – please type)

Signature

04/13/2026

Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

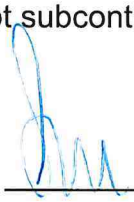
(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Stephanie L Renteria (SLR Building Contractors, LLC)

Title of Contractor's Authorized Official: President

Date: 04/13/2026

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.

Stephanie L Renteria (SLR Building Contractors, LLC)	President
NAME	TITLE
	04/13/2026
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Stephanie L Renteria, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) SLR Building Contractors, 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: 04/13/2026

Title: President

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant The City of Edinburg

Project Number 2026-009 Fountain Center Roof Rehabilitation

Contractor/Engineer SLR Building Contractors, LLC (MBE, WBE)

Address, City, State, and Zip 1803 S Cesar Chavez Rd, Edinburg TX 78542

Contact Person Stephanie L Renteria Telephone No 956-383-8194

Amount of Contract TBD MBE Percentage 100% WBE Percentage: 100%

1. MBE _____ Subcontractor Work to be Self Performed

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

2. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

3. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

4. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Fountain Center Roof Rehabilitation Date: April 13, 2026

Location: Edinburg, Texas 78539 Project No.: 2026-009

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for SLR BUILDING CONTRACTORS, LLC in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Stephanie L Renteria, whose signature appears below, to supervise the payment

of (my) (our) employees beginning April 14, 20 26: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee) SLR Building Contractors, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

N/A (Signature)	(Title)
N/A (Signature)	(Title)
N/A (Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and SLR Building Contractors, 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: **Rehabilitate the existing Built-Up Roof (BUR) and Spray Polyurethane Foam (SPF) roofing systems at the City of Edinburg Fountain Center by installing a new spray polyurethane foam system and a fluid-applied high-tensile elastomeric acrylic coating. The approximate project area is 11,750 square feet.**

1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP No. 2026-009 Fountain Center Roof Repairs**

ENGINEER

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

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 16, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 15, 2026.**

4.03 *Milestones*

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

Milestone 1 – substantial completion date

Milestone 2 – final completion date

Milestones for this project will revert to substantial completion.

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 $**200.00** for each day that expires after such time until the Work is completed and ready for final payment.

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

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

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

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

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

CONTRACT PRICE

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

A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	Roof Repairs	LS	1	$99,785.00	$99,785.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$99,785.00

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

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $99,785.00

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage); and

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the approved materials.
6. Drawings (no drawings as this is a repairs project).
7. Addenda (numbers **1** to **2**, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

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

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

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

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

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

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

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

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

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 *Notice of Governing Law*

A. The Contractor agrees to abide by the following applicable laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. **Title I of the Housing and Community Development Act of 1974**, as amended.
2. **2 CFR Part 200** Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
3. Agrees to comply with the Federal Contract Provisions found at **2 CFR Part 200-Appendix II**, attached as part of this contract, where applicable.
4. **Debarment, Suspension and Ineligibility.** The Contractor represents and warrants that Contractor and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR Part 24, government debarment and suspension regulations.
5. **Conflict of Interest.** The general rule is that no persons described in **24 CFR Part 570.611(c)** who exercise or have exercised any functions or responsibilities with

respect to CDBG activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. Compliance with HUD Federal Labors Standards Provisions (HUD Form 4010), including the **Davis-Bacon and Related Acts**, **Copeland Anti-Kickback Act** and **Contract Work Hours and Safety Standards Act**.
7. Agrees to pay **wage rates on construction work** for this project at least equal to the applicable wage decision, by the **Department of Labor and any wage decision** that supersedes this decision before the contract is awarded.
8. **Equal Employment Opportunity** - Title VII of the Civil Rights Act of 1964.
9. **Section 504** of the Rehabilitation Act of 1973, as amended.
10. **Section 3** of the Housing and Urban Development Act of 1968 (if applicable).
11. The Contractor must comply with the requirements of the **Build America, Buy America (BABA) Act**, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. (if applicable)
12. **Clean Water**, **Clean Air**, **Executive Order 11738** and Regulations Provision.

Failure to comply with any applicable federal requirements can and may result in the termination of the contract and disbarment of contractor.

To the extent any language in the agreement is in conflict with State or Federal law, then State and Federal law will control.

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

This Agreement will be effective on **May ____, 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 **(SLR Building Contractors, LLC)** is a corporation, a partnership, or a joint venture, attach evidence of*

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: _____

"General Decision Number: TX20260003 01/02/2026

Superseded General Decision Number: TX20250003

State: Texas

Construction Type: Heavy

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	
Servicer	$ 12.34	
Steel Worker (Reinforcing)	$ 14.07	

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

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.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona f ide fringe benefits (or cash equivalents thereof) due at t ime of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona f ide fringe benefits under Section l (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5. 5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5. 5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the t ime actually worked therein: Provided, That the employer' s payroll records accurately set forth the t ime spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5. 5 (a)(1)(ii) and the Davis-Bacon poster (WH- 1321) shall be posted at all t imes by the contractor and i ts subcontractors at the site of the work in a prominent and accessible, place where i t can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is notl isted in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona f ide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) I f the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or i ts designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a reportof the action taken shall be sent by HUD or i ts designee to the Administrator of the W age and Hour Division, Employment Standards Administration, U. S. Department of Labor, W ashington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or i ts designee or will notify HUD or i ts designee within the 30 -day period thatadditional t ime is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or i ts designee do not agree on the proposed classification and wage rate (including the amount designated for f ringe benefits, where appropriate), HUD or i ts designee shall refer the questions, including the views of all interested parties and the recommendationof HUD or i ts designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or i ts designee or will notify HUD or i ts designee within the 30-day period that additional t ime is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the f i rst day on which work is performed in the classification.

(iii) W henever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona f ide fringe benefit or an hourly cash equivalent thereof.

(iv) I f the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona f ide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or i ts designee shall upon i ts own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or i ts designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or i ts designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona f ide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. W henever the Secretary of Labor has found under 29 CFR 5. 5 (a)(1)(iv) that the wages of anylaborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a planor program described in Section l (b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is f inancially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or i ts designee i f the agency is a party to the contract, but i f the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or i ts designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee' s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the W age and Hour Division W eb site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or i ts successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or i ts designee i f the agency is a party to the contract, but i f the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or i ts designee, the contractor, or the W age and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. I t is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for i ts own records, without weekly submission to HUD or i ts designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessaryto cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. . Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment asan apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor asto the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman' s hourly rate) specified in the contractor' s or subcontractor' sregistered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice' s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefitsl isted on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5. 16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ' , to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee' s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits l isted on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee l isted on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receivescompensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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]

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46. *Technical Data*

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

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

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

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

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

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

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

1.02 *Terminology*

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

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

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

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

1. does not conform to the Contract Documents;

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

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

E. *Furnish, Install, Perform, Provide*

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

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

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

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

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

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

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

2.02 *Copies of Documents*

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

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

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2.03 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.05 *Acceptance of Schedules*

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

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

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

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

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

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2.06 *Electronic Transmittals*

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

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

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

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

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

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

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

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

G. Nothing in the Contract Documents creates:

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

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

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3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

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

B. *Resolving Discrepancies*

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

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

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

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

3.04 *Requirements of the Contract Documents*

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

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

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

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

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

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

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

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

3. Technical Data contained in such reports and drawings.

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

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

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

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

E. *Possible Price and Times Adjustments*

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

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

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

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

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

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

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

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

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

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

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

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

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

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

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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

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

    c. Contractor gave the notice required in Paragraph 5.05.B.

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

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

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

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

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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Exhibit A— Software Requirements for Electronic Document Exchange ..... **Error! Bookmark not defined.**

Exhibit B— Foreseeable Bad Weather Days ..... **Error! Bookmark not defined.**

Exhibit C— Geotechnical Baseline Report Supplement to the Supplementary Conditions **Error! Bookmark not defined.**

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

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The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 "or otherwise resolve the claim by arbitration or other dispute resolution proceeding."

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

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2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$100,000.00
Bodily injury by disease—aggregate	$500,000.00
Employer's Liability	
Each accident	$100,000.00
Each employee	$100,000.00
Policy limit	$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000.00

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

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a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$500,000.00
Products—Completed Operations Aggregate	$100,000.00
Personal and Advertising Injury	$250,000.00
Bodily Injury and Property Damage—Each Occurrence	$500,000.00

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J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$100,000.00
Each Accident	$500,000.00
Property Damage	
Each Accident	$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$250,000.00
General Aggregate	$500,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$100,000.00
General Aggregate	$100,000.00

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N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays**.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 *Legal Relationships*

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SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

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b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

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provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

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directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

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any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article

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SLR BUILDING CONTRACTORS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JL61GAMMMN54	**7WYX7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Sep 2, 2026**	
Physical Address	Mailing Address	
5314 Falcon Crest LN **Edinburg, Texas 78542** **United States**	**1803 S Cesar Chavez RD** **Edinburg, Texas 78542-2718** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**www.slrbc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 4, 2025	**Sep 2, 2025**	**Jul 12, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 4, 2017	**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

Minority-Owned Business
Women-Owned Small Business
Women-Owned Business
Hispanic American Owned

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	**7WYX7**

Points of Contact

Electronic Business

Stephanie L Renteria, President

1803 S. Cesar Chavez RD.
Edinburg, Texas 78542
United States

Government Business

Stephanie L Renteria, President

1803 S. Cesar Chavez RD.
Edinburg, Texas 78542
United States

Past Performance

Guillermo Rodriguez Guajardo, Manager

1803 S Cesar Chavez RD
Edinburg, Texas 78542
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236220**	**Commercial And Institutional Building Construction**
	236210	**Industrial Building Construction**
	238160	**Roofing Contractors**
	333415	**Air-Conditioning And Warm Air Heating Equipment And Commercial And Industrial Refrigeration Equipment Manufacturing**
	621493	**Freestanding Ambulatory Surgical And Emergency Centers**

Product and Service Codes

PSC	PSC Name
5640	**Wallboard, Building Paper, And Thermal Insulation Materials**
5660	**Fencing, Fences, Gates And Components**
5670	**Building Components, Prefabricated**
5675	**Nonwood Construction Lumber And Related Materials**
5680	**Miscellaneous Construction Materials**
J056	**Maintenance, Repair, And Rebuilding Of Equipment- Construction And Building Materials**
K056	**Modification Of Equipment- Construction And Building Materials**
N056	**Installation Of Equipment- Construction And Building Materials**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$50,000,000.00**
Service Aggregate	**$10,000,000.00**
Service Per Contract	**$2,500,000.00**
Construction Per Contract	**$10,000,000.00**

States
Texas

Counties
TX: STARR, HIDALGO, CAMERON

Metropolitan Statistical Areas
TX: McAllen-Edinburg-Mission, Brownsville-Harlingen-San Benito

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.H.
Quarterly Investment Report

1. **Agenda Item:**
Consider Approving the Quarterly Investment Report for the Period Ending March 31, 2026, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

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

3. **Staff's Recommendation:**
Approve the Quarterly Investment Report for the Period Ending March 31, 2026, Pursuant to the Public Funds Investment Act (PFIA).

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. Quarterly Investment Report

THE CITY OF Edinburg

April 21, 2026

Mayor Omar Ochoa
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending March 2026/Statement of Compliance

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

This quarter's investments totaled $134,911,958.58 which included internal transfers-out totaling $3,748,486.95 and interest earned totaling $1,276,215.94.

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

STATEMENT OF COMPLIANCE

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

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer

CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING MARCH 31, 2026

		Texpool Investment Pool
COST		
Beginning Balance	$	137,384,229.59
Additions:		
Interfund Transfers-in (out)		(3,748,486.95)
Contributions		-
Investment earnings-Texpool		1,276,215.94
Investment earnings-		-
Deductions:		
Interfund Transfers-out		-
Disbursements		-
Ending Balance	$	134,911,958.58
MARKET VALUE		
Beginning Balance	$	137,414,454.12
Ending Balance	$	134,906,562.10
Weighted Average Maturity- Texpool		41
Texpool-Weighted Average Yield		3.69%

CITY OF EDINBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING MARCH 31, 2026

Type of Investment	Beginning Cost	Texpool Interest	Interfund Transfers	Disbursements	Ending Cost	Market Value
Texpool:						
Revenue Bonds Reserve #7938100005	3,731,064.33	34,030.56	-	-	3,765,094.89	3,764,944.29
Utility I & S #7938100007	2,069,834.03	16,231.19	(853,114.00)	-	1,232,951.22	1,232,901.90
Utility Fund Rev Bond Series 2021 #7938100043	8,991,027.73	85,490.99	881,926.50	-	9,958,445.22	9,958,046.88
SWM Fund CO Series 2021 #7938100044	7,502,586.68	54,410.84	(2,320,914.70)	-	5,236,082.82	5,235,873.38
American Rescue Plan Act of 2021 #7938100045	1,110,626.57	7,830.06	(479,429.00)	-	639,027.63	639,002.07
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	7,150,267.75	65,216.54	-	-	7,215,484.29	7,215,195.67
General #7938100047	41,256,179.13	436,222.97	9,400,000.00	-	51,092,402.10	51,090,358.40
T.C.S.A #7938100048	1,451,175.88	12,413.95	(95,585.93)	-	1,368,003.90	1,367,949.18
Hotel Occupancy Tax #7938100049	720,635.72	7,060.46	121,000.00	-	848,696.18	848,662.23
Municipal Court Special Revenue #7938100050	770,388.86	6,780.89	(39,021.23)	-	738,148.52	738,118.99
City Secretary Special Revenue #7938100051	288,500.30	2,647.52	4,000.00	-	295,147.82	295,136.01
Public Education & Government #7938100052	367,853.12	3,116.85	(36,890.86)	-	334,079.11	334,065.75
Parkland Dedication #7938100053	570,746.35	4,532.23	(79,478.29)	-	495,800.29	495,780.46
C.O. Series 2021A #7938100054	13,097,877.31	113,013.75	(1,707,928.21)	-	11,502,962.85	11,502,502.73
Debt Service #7938100055	1,750,323.31	33,564.18	(332,701.48)	-	1,451,186.01	1,451,127.96
Utility #7938100056	8,112,939.19	71,571.97	(1,866,683.13)	-	6,317,828.03	6,317,575.32
Solid Waste Management #7938100057	8,912,851.38	80,526.72	(120,818.08)	-	8,872,560.02	8,872,205.12
South Texas International Airport #7938100058	1,303,738.42	11,545.32	(891,885.01)	-	423,398.73	423,381.79
Ebony Hills Golf Course #7938100059	271,887.96	2,711.51	58,173.47	-	332,772.94	332,759.63
Los Lagos Golf Club #7938100060	32,351.90	236.10	(26,655.69)	-	5,932.31	5,932.07
Developers Trust Escrow #7938100061	8,492,893.39	77,446.89	(9,254.07)	-	8,561,086.21	8,560,743.77
G.O. Series 2019 #7938100062	11,119,072.43	97,407.03	(995,701.66)	-	10,220,777.80	10,220,368.97
Police Dept. Local Seized Money #7938100063	135,552.87	1,236.32	-		136,789.19	136,783.72
Cert of Obligations Series 2025 #7938100064	8,173,854.98	50,971.10	(4,357,525.58)		3,867,300.50	3,867,145.81
Total	**$ 137,384,229.59**	**$ 1,276,215.94**	**$ (3,748,486.95)**	**$ -**	**$ 134,911,958.58**	**$ 134,906,562.10**

Texpool Investments Detail Activity
Quarter Ending March 31, 2026

REVENUE BONDS RESERVE ACCOUNT #7938100005

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	3,731,064.33	11,755.93	0.00	0.00	0.00	3,742,820.26
February	3,742,820.26	10,567.73	0.00	0.00	0.00	3,753,387.99
March	3,753,387.99	11,706.90	0.00	0.00	0.00	3,765,094.89
		34,030.56	0.00	0.00	0.00	

UTILITY I & S ACCOUNT #7938100007

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	2,069,834.03	6,521.64	0.00	0.00	0.00	2,076,355.67
February	2,076,355.67	5,517.62	0.00	(853,114.00)	0.00	1,228,759.29
March	1,228,759.29	4,191.93	0.00	0.00	0.00	1,232,951.22
		16,231.19	0.00	(853,114.00)	0.00	

UTILITY FUND REV BOND SERIES 2021 #7938100043

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	8,991,027.73	28,294.35	0.00	(18,073.50)	0.00	9,001,248.58
February	9,001,248.58	26,232.62	0.00	900,000.00	0.00	9,927,481.20
March	9,927,481.20	30,964.02	0.00	0.00	0.00	9,958,445.22
		85,490.99	0.00	881,926.50	0.00	

SWM FUND CO SERIES 2021 #7938100044

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	7,502,586.68	20,175.46	0.00	(1,346,811.44)	0.00	6,175,950.70
February	6,175,950.70	16,690.39	0.00	(274,434.25)	0.00	5,918,206.84
March	5,918,206.84	17,544.99	0.00	(699,669.01)	0.00	5,236,082.82
		54,410.84	0.00	(2,320,914.70)	0.00	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	1,110,626.57	3,360.65	0.00	(240,465.93)	0.00	873,521.29
February	873,521.29	2,305.50	0.00	(105,176.60)	0.00	770,650.19
March	770,650.19	2,163.91	0.00	(133,786.47)	0.00	639,027.63
		7,830.06	0.00	(479,429.00)	0.00	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	7,150,267.75	22,529.17	0.00	0.00	0.00	7,172,796.92
February	7,172,796.92	20,252.10	0.00	0.00	0.00	7,193,049.02
March	7,193,049.02	22,435.27	0.00	0.00	0.00	7,215,484.29
		65,216.54	0.00	0.00	0.00	

GENERAL #7938100047

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	41,256,179.13	133,324.44	0.00	9,000,000.00	0.00	50,389,503.57
February	50,389,503.57	145,043.37	0.00	(1,600,000.00)	0.00	48,934,546.94
March	48,934,546.94	157,855.16	0.00	2,000,000.00	0.00	51,092,402.10
		436,222.97	0.00	9,400,000.00	0.00	

T.C.S.A. #7938100048

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	1,451,175.88	4,320.72	0.00	(95,585.93)	0.00	1,359,910.67
February	1,359,910.67	3,839.64	0.00	0.00	0.00	1,363,750.31
March	1,363,750.31	4,253.59	0.00	0.00	0.00	1,368,003.90
		12,413.95	0.00	(95,585.93)	0.00	

HOTEL OCCUPANCY TAX #7938100049

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	720,635.72	2,270.55	0.00	0.00	0.00	722,906.27
February	722,906.27	2,151.05	0.00	121,000.00	0.00	846,057.32
March	846,057.32	2,638.86	0.00	0.00	0.00	848,696.18
		7,060.46	0.00	121,000.00	0.00	

MUNICIPAL COURT SPECIAL REVENUE #7938100050

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	770,388.86	2,427.38	0.00	0.00	0.00	772,816.24
February	772,816.24	2,058.37	0.00	(39,021.23)	0.00	735,853.38
March	735,853.38	2,295.14	0.00	0.00	0.00	738,148.52
		6,780.89	0.00	(39,021.23)	0.00	

CITY SECRETARY SPECIAL REVENUE #7938100051

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	288,500.30	909.02	0.00	0.00	0.00	289,409.32
February	289,409.32	820.76	0.00	4,000.00	0.00	294,230.08
March	294,230.08	917.74	0.00	0.00	0.00	295,147.82
		2,647.52	0.00	4,000.00	0.00	

PUBLIC EDUCATION & GOVERNMENT #7938100052

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	367,853.12	1,120.19	0.00	(19,604.25)	0.00	349,369.06
February	349,369.06	957.88	0.00	(17,286.61)	0.00	333,040.33
March	333,040.33	1,038.78	0.00	0.00	0.00	334,079.11
		3,116.85	0.00	(36,890.86)	0.00	

PARKLAND DEDICATION #7938100053

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	570,746.35	1,615.54	0.00	(69,436.20)	0.00	502,925.69
February	502,925.69	1,375.06	0.00	(10,042.09)	0.00	494,258.66
March	494,258.66	1,541.63	0.00	0.00	0.00	495,800.29
		4,532.23	0.00	(79,478.29)	0.00	

C.O. SERIES 2021A #7938100054

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	13,097,877.31	40,167.07	0.00	(430,865.40)	0.00	12,707,178.98
February	12,707,178.98	35,605.91	0.00	(423,915.62)	0.00	12,318,869.27
March	12,318,869.27	37,240.77	0.00	(853,147.19)	0.00	11,502,962.85
		113,013.75	0.00	(1,707,928.21)	0.00	

DEBT SERVICE #7938100055

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	1,750,323.31	12,596.03	0.00	3,500,000.00	0.00	5,262,919.34
February	5,262,919.34	16,455.93	0.00	(3,832,701.48)	0.00	1,446,673.79
March	1,446,673.79	4,512.22	0.00	0.00	0.00	1,451,186.01
		33,564.18	0.00	(332,701.48)	0.00	

UTILITY #7938100056

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	8,112,939.19	25,562.39	0.00	0.00	0.00	8,138,501.58
February	8,138,501.58	23,628.55	0.00	715,000.00	0.00	8,877,130.13
March	8,877,130.13	22,381.03	0.00	(2,581,683.13)	0.00	6,317,828.03
		71,571.97	0.00	(1,866,683.13)	0.00	

SOLID WASTE MANAGEMENT #7938100057

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	8,912,851.38	28,082.72	0.00	0.00	0.00	8,940,934.10
February	8,940,934.10	25,038.22	0.00	(509,925.00)	0.00	8,456,047.32
March	8,456,047.32	27,405.78	0.00	389,106.92	0.00	8,872,560.02
		80,526.72	0.00	(120,818.08)	0.00	

SOUTH TEXAS INTERNATIONAL AIRPORT #7938100058

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	1,303,738.42	3,983.23	0.00	(47,330.16)	0.00	1,260,391.49
February	1,260,391.49	3,726.77	0.00	185,000.00	0.00	1,449,118.26
March	1,449,118.26	3,835.32	0.00	(1,029,554.85)	0.00	423,398.73
		11,545.32	0.00	(891,885.01)	0.00	

EBONY HILLS GOLF COURSE #7938100059

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	271,887.96	848.43	0.00	(4,296.22)	0.00	268,440.17
February	268,440.17	821.54	0.00	70,000.00	0.00	339,261.71
March	339,261.71	1,041.54	0.00	(7,530.31)	0.00	332,772.94
		2,711.51	0.00	58,173.47	0.00	

LOS LAGOS GOLF COURSE #7938100060

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	32,351.90	101.96	0.00	0.00	0.00	32,453.86
February	32,453.86	91.61	0.00	0.00	0.00	32,545.47
March	32,545.47	42.53	0.00	(26,655.69)	0.00	5,932.31
		236.10	0.00	(26,655.69)	0.00	

DEVELOPERS TRUST ESCROW #7938100061

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	8,492,893.39	26,759.53	0.00	0.00	0.00	8,519,652.92
February	8,519,652.92	24,057.36	0.00	2,700.00	0.00	8,546,410.28
March	8,546,410.28	26,630.00	0.00	(11,954.07)	0.00	8,561,086.21
		77,446.89	0.00	(9,254.07)	0.00	

G.O. S SERIES 2019 #7938100062

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	11,119,072.43	34,283.79	0.00	(302,968.26)	0.00	10,850,387.96
February	10,850,387.96	30,324.88	0.00	(128,821.87)	0.00	10,751,890.97
March	10,751,890.97	32,798.36	0.00	(563,911.53)	0.00	10,220,777.80
		97,407.03	0.00	(995,701.66)	0.00	

POLICE DEPT. LOCAL SEIZED MONEY #7938100063

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	135,552.87	427.10	0.00	0.00	0.00	135,979.97
February	135,979.97	383.92	0.00	0.00	0.00	136,363.89
March	136,363.89	425.30	0.00	0.00	0.00	136,789.19
		1,236.32	0.00	0.00	0.00	

CERT OF OBLIGATIONS SERIES 2025 #7938100064

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	8,173,854.98	23,178.85	0.00	(2,960,448.56)	0.00	5,236,585.27
February	5,236,585.27	14,503.27	0.00	(697,408.01)	0.00	4,553,680.53
March	4,553,680.53	13,288.98	0.00	(699,669.01)	0.00	3,867,300.50
		50,971.10	0.00	(4,357,525.58)	0.00	



Monthly Newsletter: April 2026

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in March 2026:

TexPool

Bastrop County ESD 3
Wild Ridge MUD
City of Bynum
Woodside MUD No. 1
Real County ESD 1
Wharton County
West Texas Health Care Provider Participation District

TexPool *Prime*

Bastrop County ESD 3
Wild Ridge MUD
City of Sherman
City of Bynum
Woodside MUD No. 1
Real County ESD 1
Williamson County ESD 2
Wharton County
West Texas Health Care Provider Participation District

Upcoming Events

6/6/2026
TACCBO 2026 Annual Conference
Forth Worth, TX

4/20/2026
County Treasurers Education Seminar
San Marcos, TX

TexPool Advisory Board Members

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

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

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary

Make yourself at home

April 1, 2026

In the liquidity space, the first quarter of the year typically sees outflows due largely to a reversal of year-end window-dressing, the corporate tax date on March 15 and preparation for individual tax payments in April. Not so this year. For instance, total industry money market fund assets under management (AUM) held firm.

What accounts for the difference? Lower tax payments due to the One Big Beautiful Bill likely played a role, but logic would point you to the Iran conflict. Nothing curtails risk-taking more than political turmoil. In these situations, investors often adjust their portfolios to increase the percentage of liquidity or stable value products. This is not "hot money," but these investors usually keep their coats on, expecting to leave as soon as things calm down.

Yet the Iran conflict only accounted for one-third of the first quarter. Substantial assets poured into liquidity products in January and February, pushing industry money market assets to all-time highs in the week just before the attacks. Thankfully, the reason for this was positive — the attractive yields stemming from the elevated fed funds rate. For an asset class designed to seek stability of principal and ease of redemption, yields are still a main variable. The Federal Reserve raised its benchmark rate so aggressively in 2022 to counter spiking inflation, that even two years after it pivoted to easing, the target range is still attractive. In other words, cash is an asset class—gaining favor on its own merits, rather than a counter to geopolitical upheaval or anxiety over stocks.

(continued page 6)

Performance as of March 31, 2026

	TexPool	TexPool *Prime*
Current Invested Balance	$39,716,777,885	$18,714,893,742
Weighted Average Maturity**	44 Days	48 Days
Weighted Average Life**	92 Days	72 Days
Net Asset Value	0.99996	0.99979
Total Number of Participants	2,990	738
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$125,135,509.12	$61,369,710.57
Management Fee Collected	$1,475,498.31	$889,765.38
Current S&P Global Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$40,170,029,231	$19,047,763,280
Average Monthly Rate*	3.67%	3.79%
Average Weighted Average Maturity**	45	51
Average Weighted Average Life**	95	77

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

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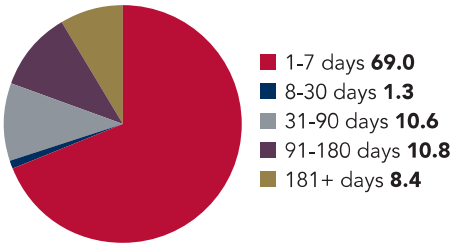
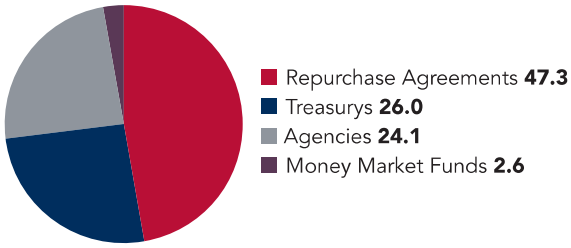
Portfolio by Maturity (%)

As of March 31, 2026



Portfolio by Type of Investment (%)

As of March 31, 2026



Portfolio Asset Summary as of March 31, 2026

	Book Value	Market Value
Uninvested Balance	$1,111.82	$1,111.82
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	69,671,841.45	69,671,841.45
Interest and Management Fees Payable	-125,135,718.73	-125,135,718.73
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-50,017.32	-50,017.32
Repurchase Agreements	18,831,703,000.00	18,831,703,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	9,582,425,041.60	9,580,997,093.91
US Treasury Bills	8,148,752,963.74	8,148,620,242.93
US Treasury Notes	2,192,324,462.70	2,192,314,075.34
Total	**$39,716,777,885.26**	**$39,715,206,829.40**

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

Participant Summary

	Number of Participants	Balance
School District	643	$11,940,464,467.78
Higher Education	60	$1,963,249,002.40
County	207	$4,710,476,475.98
Healthcare	99	$2,355,422,746.88
Utility District	958	$6,173,529,795.05
City	528	$9,555,950,417.86
Emergency Districts	125	$590,553,621.61
Economic Development Districts	95	$223,769,406.74
Transit/Toll Authorities	15	$468,257,179.53
River/Port Authorities	18	$345,832,034.29
Other	242	$1,389,177,948.03

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

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

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

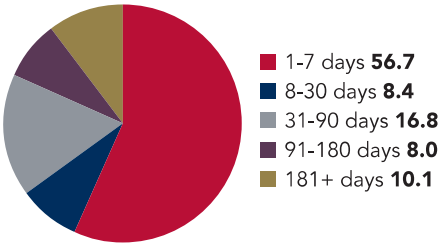
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
3/1	3.6916%	0.000101140	$40,520,882,284.92	1.00006	42	95
3/2	3.7001%	0.000101373	$40,661,259,859.72	1.00004	41	93
3/3	3.6947%	0.000101226	$40,663,891,505.28	1.00003	42	93
3/4	3.6872%	0.000101018	$40,636,225,913.10	1.00002	43	94
3/5	3.6737%	0.000100648	$40,625,473,054.82	1.00002	44	96
3/6	3.6740%	0.000100657	$40,562,383,018.82	1.00002	45	96
3/7	3.6740%	0.000100657	$40,562,383,018.82	1.00002	45	96
3/8	3.6740%	0.000100657	$40,562,383,018.82	1.00002	45	96
3/9	3.6590%	0.000100247	$40,416,929,471.57	1.00002	45	95
3/10	3.6627%	0.000100347	$40,334,512,996.14	1.00002	45	96
3/11	3.6619%	0.000100326	$40,184,858,759.05	1.00001	45	95
3/12	3.6660%	0.000100437	$40,072,135,242.34	0.99998	46	98
3/13	3.6680%	0.000100492	$40,091,174,653.93	0.99997	46	98
3/14	3.6680%	0.000100492	$40,091,174,653.93	0.99997	46	98
3/15	3.6680%	0.000100492	$40,091,174,653.93	0.99997	46	98
3/16	3.6817%	0.000100869	$40,150,998,496.00	0.99999	44	95
3/17	3.6872%	0.000101018	$40,199,482,537.28	0.99999	44	94
3/18	3.6694%	0.000100531	$40,243,830,938.48	0.99996	44	94
3/19	3.6590%	0.000100246	$40,012,625,386.94	0.99994	45	94
3/20	3.6568%	0.000100185	$39,884,075,028.19	0.99989	46	95
3/21	3.6568%	0.000100185	$39,884,075,028.19	0.99989	46	95
3/22	3.6568%	0.000100185	$39,884,075,028.19	0.99989	46	95
3/23	3.6603%	0.000100283	$39,820,688,356.96	0.99992	44	93
3/24	3.6612%	0.000100308	$39,721,137,711.17	0.99989	44	94
3/25	3.6734%	0.000100640	$40,167,023,839.06	0.99991	44	92
3/26	3.6767%	0.000100732	$40,069,185,963.92	0.99989	45	94
3/27	3.6756%	0.000100700	$39,911,766,867.73	0.99992	47	95
3/28	3.6756%	0.000100700	$39,911,766,867.73	0.99992	47	95
3/29	3.6756%	0.000100700	$39,911,766,867.73	0.99992	47	95
3/30	3.6723%	0.000100610	$39,704,787,266.63	0.99994	45	93
3/31	3.6836%	0.000100921	$39,716,777,885.26	0.99996	44	92
Averages:	**3.6724%**	**0.000100614**	**$40,170,029,231.44**	**0.99997**	**45**	**95**

TexPool *Prime*

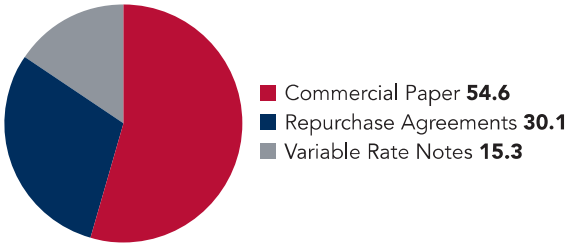
Portfolio by Maturity (%)

As of March 31, 2026



Portfolio by Type of Investment (%)

As of March 31, 2026



Portfolio Asset Summary as of March 31, 2026

	Book Value	Market Value
Uninvested Balance	$217,519.18	$217,519.18
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	16,901,312.72	16,901,312.72
Interest and Management Fees Payable	-61,369,708.97	-61,369,708.97
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-28,200.52	-28,200.52
Repurchase Agreements	5,649,542,000.00	5,649,542,000.00
Commercial Paper	12,575,630,819.82	12,571,675,976.86
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	534,000,000.00	534,110,800.00
Total	**$18,714,893,742.23**	**$18,711,049,699.27**

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

Participant Summary

	Number of Participants	Balance
School District	186	$6,017,482,496.54
Higher Education	20	$1,109,164,887.91
County	65	$1,706,590,281.18
Healthcare	29	$741,848,130.16
Utility District	98	$579,612,207.12
City	143	$3,693,782,696.75
Emergency Districts	49	$326,466,540.71
Economic Development Districts	25	$49,222,542.81
Transit/Toll Authorities	10	$1,791,417,545.88
River/Port Authorities	8	$1,023,241,935.18
Other	105	$1,676,856,516.08

TexPool *Prime*

Daily Summary

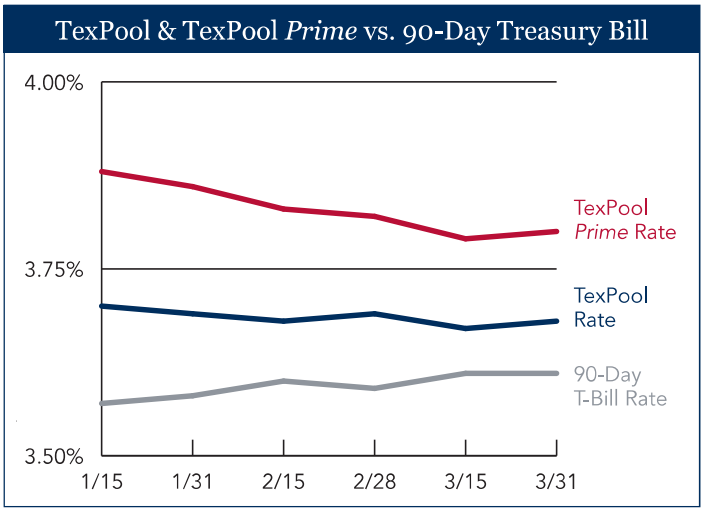
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
3/1	3.8182%	0.000104608	$19,344,888,426.91	1.00000	52	78
3/2	3.8132%	0.000104471	$19,418,754,608.56	1.00009	51	77
3/3	3.8121%	0.000104440	$19,434,375,683.51	1.00004	51	77
3/4	3.8121%	0.000104441	$19,342,648,874.45	1.00004	51	77
3/5	3.7962%	0.000104005	$19,381,793,312.18	1.00001	51	77
3/6	3.7918%	0.000103884	$19,362,682,207.06	0.99991	52	77
3/7	3.7918%	0.000103884	$19,362,682,207.06	0.99991	52	77
3/8	3.7918%	0.000103884	$19,362,682,207.06	0.99991	52	77
3/9	3.7855%	0.000103713	$19,274,782,109.52	0.99999	50	75
3/10	3.7844%	0.000103682	$19,262,185,202.68	1.00000	52	79
3/11	3.7827%	0.000103636	$19,197,364,239.50	0.99998	51	78
3/12	3.7888%	0.000103803	$18,992,216,749.55	0.99992	53	80
3/13	3.7915%	0.000103876	$19,089,723,646.19	0.99975	53	79
3/14	3.7915%	0.000103876	$19,089,723,646.19	0.99975	53	79
3/15	3.7915%	0.000103876	$19,089,723,646.19	0.99975	53	79
3/16	3.8029%	0.000104188	$18,999,027,172.32	0.99988	52	78
3/17	3.7990%	0.000104081	$18,980,604,034.17	0.99987	52	78
3/18	3.7972%	0.000104033	$19,014,073,287.31	0.99984	52	77
3/19	3.7888%	0.000103804	$18,921,283,546.29	0.99979	52	77
3/20	3.7833%	0.000103653	$18,814,401,538.29	0.99963	52	77
3/21	3.7833%	0.000103653	$18,814,401,538.29	0.99963	52	77
3/22	3.7833%	0.000103653	$18,814,401,538.29	0.99963	52	77
3/23	3.7896%	0.000103826	$18,695,346,098.18	0.99976	50	76
3/24	3.7864%	0.000103738	$18,763,018,641.24	0.99973	50	75
3/25	3.7933%	0.000103927	$18,831,337,364.25	0.99974	50	75
3/26	3.7919%	0.000103888	$19,010,595,808.44	0.99972	49	73
3/27	3.7974%	0.000104039	$18,792,402,875.16	0.99959	51	75
3/28	3.7974%	0.000104039	$18,792,402,875.16	0.99959	51	75
3/29	3.7974%	0.000104039	$18,792,402,875.16	0.99959	51	75
3/30	3.7964%	0.000104011	$18,723,841,990.43	0.99977	48	73
3/31	3.8043%	0.000104227	$18,714,893,742.23	0.99979	48	72
Averages:	**3.7947%**	**0.000103964**	**$19,047,763,280.38**	**0.99983**	**51**	**77**

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

So, the question is what happens when investors think the geopolitical environment has improved enough to rotate back to riskier assets like the stock market? Tradition says they will do just that, either looking to buy low or participate in the economic growth many analysts think will follow the conclusion of the Iran conflict. Some surely will. But we think some of the investors will be warmed by the current yields of money funds, take off their coats and stay awhile.

Time will tell, but the war is likely to keep Fed policymakers on the sidelines longer. The December dot plot only projected one additional quarter-point cut this year, and that didn't halt the inflows. If the spike in oil prices causes inflation to do an about face, it's unlikely the Fed will move at all this year. If that keeps market-based money market yields close to where they are now, appetite should remain.

At month-end, yields on 1-, 3-, 6- and 12-month US Treasuries were 3.70%, 3.68%, 3.70% and 3.66%, respectively.



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

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

Past performance is no guarantee of future results.

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.I.
Minutes for Approval

1. **Agenda Item:**
Consider Approving the City Council Minutes for the Following: 2025 Regular Meeting: December 02, 2025; 2025 Special Meetings: December 22, 2025 and December 22, 2025 (Canvassing Meeting); and 2026 Regular Meetings: January 06, 2026, January 20, 2026, March 05, 2026, and March 17, 2026. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:
City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, "yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council."

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required "(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken."

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. "The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee."

City Council meeting minutes and recordings are available to the public upon request.

3. **Staff's Recommendation:**
Approve the City Council Minutes for the following: 2025 Regular Meeting: December 02, 2025; 2025 Special Meetings: December 22, 2025 and December 22, 2025 (Canvassing Meeting); and 2026 Regular Meetings: January 06, 2026, January 20, 2026, March 05, 2026, and March 17, 2026.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. 12022025CCRM MINUTES

B. 12222025CCSM MINUTES
C. 12222025CCSM MINUTES CANVASS
D. 01062026 CCRM MINUTES
E. 01202026 CCRM MINUTES
F. 03052026 CCRM MINUTES
G. 03172026 CCRM MINUTES

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
DECEMBER 02, 2025
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:00 p.m.

PRESENT:

Omar Ochoa	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Benito Alonso	Deputy City Attorney

ABSENT:

Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church.
B. Pledge of Allegiance by Councilmember Daniel "Dan" Diaz.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 24, 2025 at 6:25 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

Deputy City Attorney Benito Alonso stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Benito Alonso, Deputy City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

Mayor Omar Ochoa stated the City Manager would be going over the upcoming City events.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- Miracle on McIntyre Street: Myra L. Ayala, City Manager invited everyone to come out to the annual two-day bazaar on Thursday and Friday, December 4th and 5th at the Prominade Park Amphitheater located at 2011 West McIntyre Street. She said the celebration starts Thursday at 6:00 p.m. with the Lighting of the Christmas Tree and the Night of Lights Parade on Friday. She stated the entire community is invited to enjoy the magic of the season.
- Lighting of the Tree: Ms. Ayala stated the lighting of the tree would be held Thursday at 6:00p.m.
- Night of Lights Parade: Ms. Ayala stated the City of Edinburg and the Edinburg Chamber of Commerce would like to invite everyone to the annual Night of Lights Parade happening on Friday, December 5, 2025, at 7:00 p.m. along Closner Blvd. from Richard Flores Stadium to the Hidalgo County Courthouse. She gave a friendly reminder that street closures will begin Friday at 5:30 p.m.
- Blue Santa: Myra L. Ayala, City Manager invited the community to the Blue Santa, she stated the Edinburg Police Department will host its Annual Blue Santa toy giveaway on Friday, December 12, 2025, at the Prominade Park Amphitheater starting at 6:00 p.m. Ms. Ayala stated children up to the age of 12 will be given a toy on a first come first-serve basis while supplies last gifts include 40 bicycles. She said families would be able to enjoy an evening full of holiday festivities including pictures with Blue Santa and Mrs. Claus, carolers, food vendors and a free screening of the Christmas movie Elf at the amphitheater.
- Deck the House: Ms. Ayala stated the Parks and Recreation Department is accepting registrations for their Deck the House holiday decorating competition. The deadline to register is Friday, December 12, 2025, at 7:00 p.m. She said winners will be announced Friday, December 19th and participants will compete in five categories: brightest lights, most elegant, most creative, most traditional, and best overall. For registration information, residents may contact Anthony Davila at Parks and Recreation.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the new Mayor has not changed things, the commission voted unanimously to support the existing members of the

appraisal district and that means the people of Edinburg will continue to face growing property values. She said that decision results in the taking of more money from a population that has not seen a salary increase in many years, yet every 12 months the Council explains that the city needs more money to operate like a business. Ms. McClaugherty stated the City is not a business it is a provider of public service for the community, and the most important service provided is public safety. Without safety nothing else is important. The difference is important because public service requires an identifiable benefit. She said the Council has voted to give $7 million to the University of Texas for health service, $10 million to DHR to create 300 new jobs, and it is giving the Economic Development Corporation about $15 million a year and they have to sell bonds to get more money to give away. Ms. McClaugherty stated no one seems to ask how much can a population with 25% of its members that live in poverty pay in taxes. More money from the people means they have less to grow and prosper, it means they must submit property value protest each year, she said in 2025, 60,000 property protests were submitted, can anyone remember a public action that has been approved by so many, in 2023, the number was 90,000. Ms. McClaugherty stated the November election increased the homestead exemption and thereby increasing the tax value of most other properties, the tax value of property is a made-up number intended to offset expenditures by electing officials. She said the city pays about $8 million a year in interest on bonds, she stated the city should not sell bonds until the project is ready for construction, and when bonds are sold create an aggressive repayment plan and once, they are paid off reduce the taxes. She said the problem will be solved when the people start voting. She asked the Council when they are spending on things and it looks so wonderful try to remember it is costing the people standing in line trying to pay for food.

Clarice Y. Balderas, City Secretary stated Mr. Abraham Mejia Jr. was present for any comment or questions on Item 7A.

Mayor Omar Ochoa asked Ms. McClaugherty if she would like to come back and to the podium regarding the items, she had concerns with.

Ms. McClaugherty stated on 7E the request is to open a bar from Monday through Sunday, from 10:00 a.m. to 12:00 a.m., over by Citrus Park, close to a swimming pool, a school and across from the football stadium where there is a presence of kids on Thursdays, Fridays and Saturday nights. The request is for consumption on premises, but why is the city even considering a bar area especially with all the problems the City of McAllen is having in their downtown area, and the city does not even own one of those buildings. Ms. McClaugherty would like to know how the city would allow something like that when down the street they have the Vipers basketball facility where there are children all around. She stated on Item 8B that on that property they are building 36 single homes but they do not want to pave or give the right of way as it is required by City ordinance. In the future, if the utilities poles must be moved it will cost the taxpayers when it is the builders making the money on the homes. Ms. McClaugherty stated on 8C that proposal is for 107

single homes and again they do not want to pave it out in the front and they do not want to abide by the rules. She stated on 11C she is hoping a red traffic light is going up on Chapin Steet and 10th Street (Trooper Moises Sanchez Road) because it is a dangerous intersection. Ms. McClaugherty stated on 11D the County took out 11 tanks when they bought the property from Pettis Service Station and now there are four more and again taxpayers are caught.

Obed Montoya: Mr. Montoya congratulated Mayor Omar Ochoa, and Councilmember Daniel "Dan" Diaz he stated he knew all the Councilmembers were trying to do their best.

7. PUBLIC HEARINGS

Mayor Omar Ochoa declared the Public Hearing open for anyone wishing to speak at 6:14 p.m.

There being no further comments Mayor Omar Ochoa closed the Public Hearing at 6:28 p.m.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multi-Family (RM) District, Lot 1, Brandy Estates, Located at 4020 West Sprague Street, as Requested by Abraham Mejia Jr. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multi-Family (RM) District, Lot 1, Brandy Estates, Located at 4020 West Sprague Street, as Requested by Abraham Mejia Jr.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial and Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, 5.000 Acres Out of Lot 27, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., City of Edinburg, Hidalgo County, Texas, Located at 1014 West Wisconsin Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

Marlon Garza, Melden & Hunt, Inc. stated the request is for the rezoning of 1014 West Wisconsin Road, a five-acre lot to commercial general.

Ralph Rodriguez stated he and his brother Jesse have owned STC Alliance Construction since 2002, and have been operating at that location since 2004. Recently their friend Javier Ramos the owner of TADCO Roofing partnered up with them, currently TADCO Roofing is operating out of Pharr but Mr. Ramos would like to move his operation to 1014 West Wisconsin Road. Mr. Rodriguez stated STC Alliance Construction currently employs 50 people and TADCO Roofing operates in Pharr with about 150 employees which would all be housed at 1014 West Wisconsin Road in Edinburg. He said in order to house all the staff they would need to build another office, and that is the reason behind the rezoning. The operations will basically stay the same, TADCO mainly does commercial roofing projects and STC Alliance does mostly waterproofing commercial projects. All projects are done on site. Mr. Rodriguez stated they are excited to be able to bring all the employees to Edinburg.

Mr. Javier Ramos stated TADCO has been in business for over 20 years and they are excited to be putting Edinburg on the maps. He said they bring business into Edinburg like the Vacker Stadium, City buildings, many ideas, and high schools. They have worked together with UTRGV bring the economic development together and they feel this is the best unison to work together with STC to bring a modernized building.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial and Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, 5.000 Acres Out of Lot 27, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., City of Edinburg, Hidalgo County, Texas, Located at 1014 West Wisconsin Road, as Requested by Melden & Hunt, Inc
SECOND: Mayor Pro Tem Jason De Leon
There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 8, Primarosa Estates Unit 2 Subdivision, Located at 3606 West Monte Cristo Road, as Requested by Jose Antelmo and Anita M. Valdez. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 8, Primarosa Estates Unit 2 Subdivision, Located at 3606 West Monte Cristo Road, as Requested by Jose Antelmo and Anita M. Valdez.
SECOND: Mayor Pro Ten Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider. the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, All of Lot 26, Trenton Manor Subdivision, Located at 1919 Wayne Drive, as Requested by Rolando Ramirez [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, All of Lot 26, Trenton Manor Subdivision, Located at 1919 Wayne Drive, as Requested by Rolando Ramirez.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages, Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey, Located at 123 E. Mark S. Pena Dr. as Requested by Edinburg Arts Foundation. [Jaime Acevedo, Director of Planning & Zoning]

Fern McClaugherty would like an explanation because of the kids. She stated she received calls from concerned parents and she also noticed that as part of the packet there were two letters in Spanish in opposing this proposal. Another concern states the area is for Parks and Recreation for family and children not for a bar and they are talking about a bar from 10:00 a.m. to 12:00 a.m.

Letty Leija, Director of Library and Cultural Arts stated the building in question is the Activity Center located on Palm Drive, this facility has been rented out for private events for over 40 years, the rental hours are from 10:00 a.m. to 12:00 a.m. and currently it is rented out for quincenieras, and weddings. since it is rented for private events, there is no control of the alcohol being served, they can provide bottles to all the tables with no way of anyone knowing how much alcohol is being consumed at those parties. She stated by the Edinburg Arts Foundation requesting a permit they will have better control. They will have licensed bartenders that will ensure the safety and service to the community. Ms. Leija stated the Activity Center has provided excellent services because it is an affordable place for people to celebrate their special moments the licensed bartenders would facilitate a safer service.

Augustine Lozano, Edinburg Arts Foundation Treasurer stated this is all for the community. The Edinburg Arts foundation will have control and abide by the laws he said the entertainment is needed but this way it will be controlled.

Councilmember Daniel "Dan" Diaz asked if anyone that rents the venue must hire the Edinburg Police Department as security for any event. He stated it is

like BYOB to whomever rents the venue, there are no limits. You can bring whatever you want and there is no checking of minors, nothing of that sort, and this way they will be abiding to the TABC laws. They will have to make sure not to overserve anyone, make sure they are of age.

Myra L. Ayala, City Manager stated that was correct, the Edinburg Police Department must be hired as security for any event.

Mayor Omar Ochoa stated to his understanding this is not an open a bar.

Ms. Leija stated definitely not this is just to ensure they have a controlled situation with an added benefit that since the Edinburg Arts Foundation is going to oversee this 100% of the funds benefits the community through arts and culture.

Mayor Omar Ochoa inquired if currently when the venue is rented, if there are any licensed bartenders during the events or any control over the service of alcohol.

Myra L. Ayala, City Manager stated not at the present time.

Ms. McClaugherty stated if the permit is not approved then there will be no serving of alcohol allowed at all. She said the city owns this facility and it looks like the city is opening a bar with bartenders. It is still drinking just like at the bars in McAllen.

Councilmember Daniel “Dan” Diaz stated without the license anybody can drink. Councilmember David Salazar, Jr. stated this is just establishing some kind of a rule and order. He said the city has this at the amphitheater for the concerts held there and this permit would be a similar situation. They actually have people checking IDs and it is just establishing some kind of rule because right now anybody can go in there with their own ice chest, and bottles for a quinceniera, a wedding or for whatever event. The permit would establish an order and a rule.

Mayor Omar Ochoa stated from the presentation it is clearly established that it has nothing to do with the football stadium, with the Parks and Recreation building, or with the swimming pool, it is limited to the Activity Center during a rented event.

Ms. Leija stated the venue will not be open Monday through Sunday from 10 to 12 those are the hours and days available for rental, and normally during the day it is open only for decorating and setting up. The events are normally from 8:00 p.m. to 12:00 a.m. and only when it is rented.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance

Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages, Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey, Located at 123 E. Mark S. Pena Dr. as Requested by Edinburg Arts Foundation.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

8. VARIANCES

A. Consider Variance Request to the City's Unified Development Code, Article 4, Section 4.204, Bufferyards, Table 4.204-1, Bufferyard Classifications for The Woodlands at Jackson Subdivision, Being 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, Hidalgo County Map Records, Located at 1802 N. Jackson Road, as Requested by Marco Santivanez. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve Variance Request to the City's Unified Development Code, Article 4, Section 4.204, Bufferyards, Table 4.204-1, Bufferyard Classifications for The Woodlands at Jackson Subdivision, Being 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, Hidalgo County Map Records, Located at 1802 N. Jackson Road, as Requested by Marco Santivanez.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Councilmember Daniel "Dan" Diaz stated the normal code calls for a six-foot buffer of various mason fence and to the south side the elevation is a little lower so they are proposing a three-foot mason with the rest cedar fence, but if they follow code there is no need for the fence so why the addition and the raised fence.

Jaime Acevedo, Director of Planning & Zoning stated if they did a six-foot masonry fence, they would be meeting code, but they are proposing a nine-foot to provide privacy to the tenants and to the ones next door. There are some properties that have swimming pools on the south side. If they just do a six-foot fence the people on his property could oversee potentially the backyards of those properties to the south, which is why they are proposing to go a little higher. The higher the fence the higher the expense; therefore, the proposal is that instead of doing all masonry they would use hybrid with masonry and cedar fence.

Mayor Omar Ochoa stated to be clear the requirement in the UDC is six-feet on masonry and the purpose of a masonry wall is drainage, correct? The ending aesthetic of this is a three-foot masonry wall and a six-foot cedar on top of the masonry.

Mr. Acevedo stated the purpose is to a have buffer between a multi-family establishment and a single-family setting. The required solid masonry buffer provides some noise deflection but, in this case, it is a dual purpose because they want to keep the water off of the residents on the southside and with a cedar fence the water would seep right through it. He said they want the masonry buffer in place and the request is to place three-feet of masonry and the rest cedar.

Councilmember Daniel “Dan” Diaz stated the new development will have a higher elevation than the neighbors to the south. The nine-foot fence will be all the way around. Mr. Diaz asked if there was a three-foot drop or are they doing it mainly for the privacy of both developments.

Mayor Omar Ochoa stated he could do nine feet of masonry for the privacy and the fence will still meet UDC code and it would be uniformed in appearance. He said the UDC rules are in place for a purpose and if a six-foot masonry is what meets the rules it is what should be required.

Councilmember Daniel “Dan” Diaz commended the developer because he does not have to do the additional three-feet and he understands there is a savings with the three-feet of concrete and six-foot of cedar. He said he noticed there are homes with pools and the privacy is a big deal. He stated he likes to give and take a little and he would have liked that the proposal was six-feet of masonry and three of cedar but he understands that is a bigger cost.

Marco Santivanez stated another reason he wants to do masonry and cedar is for safety he feels in time a nine-foot masonry fence could fall over.

Councilmember Daniel “Dan” Diaz stated he did read that concern but is it factual and a true concern. He stated here in the valley it does get hot and the masonry fence completely block the air circulation adding to that heat.

Mr. Acevedo stated it could happen, six-foot masonry fences can be seen leaning and topple over. He said they may not be built with the proper footings, but a properly engineered nine-foot masonry fence could be okay.

Mayor Omar Ochoa stated the fence is low bearing and there are much higher walls built of masonry, brick and other materials that when properly built the structural integrity would be an issue. He said it really just comes down to aesthetics, having a portion masonry and a portion as cedar just seams unsightly. Mayor Ochoa stated he likes to stick to rules because rules are there for a reason but if there is purpose to deviate it would be dealing with health, safety, and wellness but for anything other he would not be in favor of going outside what the rules call for.

Councilmember Daniel "Dan" Diaz inquired if a notice was sent out to the surrounding neighbors, a posted sign with instructions to submit comments?

Mr. Acevedo stated the request was not a public hearing it was just a subdivision variance request so no notices were sent out or posted.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None Mayor Omar Ochoa and Councilmember Daniel "Dan" Diaz
ABSTAIN: None
The motion to Approve carried.

B. Consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being a 7.434-Acre Tract of Land, More or Less, Out of the South 25.20 Acres of Lot 5, Section 239, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1901 W. Rogers Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being a 7.434-Acre Tract of Land, More or Less, Out of the South 25.20 Acres of Lot 5, Section 239, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1901 W. Rogers Road, as Requested by Melden & Hunt, Inc.
SECOND: Councilmember David Salazar, Jr.

There was discussion.

Councilmember Daniel “Dan” Diaz stated in the past the City has allowed developers to widen the road up to the utility poles.

Jaime Acevedo, Director of Planning & Zoning stated they have allowed them to widen the road as much as they can on the 40 feet of right of way they are dedicating, but the request was to not widen the road and not escrow the fee. If the developer is willing to do that the Planning and Zoning would be okay with it.

Mayor Omar Ochoa inquired if the request was not to widen the road and not to escrow the cost of widening the road. He said Rodgers Road is in need of expansion and at some point, the east and west corridors are very important for the city. Someone is going to have to expand the road in the future. He stated if the City is not requiring the developers to do it on the spot or for them to escrow it then that bill will end up falling on the taxpayers in the future. Mayor Ochoa stated generally with these types of variances he is not in favor of varying from these types of requirements if not for health, safety, or wellness concerns.

Mr. Acevedo stated in talking with the engineer they did agree to widen it as much as possible, but they do not have anything in writing.

Marlon Garza, Melden and Hunt, Inc. stated the original application was submitted prior to the conversation with the City Engineer, and Mr. Acevedo but after said conversation they did agree to widen the road as much as possible. He said the reason for the variance request is because there are Magic Valley transmission poles right outside the pavement area on the right of way being dedicated. Mr. Garza stated the dedicated right of way for Rogers Road is an 80ft. by thoroughfare. He said they are dedicating the right of way. They will do the widening that they can with the curb and gutter and they are still doing the sidewalks behind the transmission poles. From the 80ft. that is required the ultimate profile for a street is a 57 back-to-back and that cannot be accomplished because of the transmission poles. He stated they have agreed to widen the road as much as they can whether it be 8ft or 12ft. based off of the survey and the construction plans, they just cannot meet the ultimate profile.

Councilmember Daniel “Dan” Diaz asked the city attorney if his motion could be amended to add a condition.

Mayor Omar Ochoa stated a variance can be approved with added conditions.

Mayor Pro Tem Jason De Leon stated they should just table the item and have them submit their request with those conditions.

Josephine Solis Ramirez, City Attorney stated presently they do not have the exact conditions to be included in the motion. She recommended tabling the item, if that is the wish of Council.

Mayor Ochoa inquired if it was not impossible to widen the road, since the transmission poles are in the way and they would need to be relocated, or buried to accommodate the expansion to what the thoroughfare plans call for. He said yes, it is costly but it is not impossible and who knows maybe in the future the city could get federal or state grants to help with those costs to be able to widen the road to what the city needs to accomplish the thoroughfare plan. Mayor Ochoa stated getting the escrow amount gives the City an ability to provide matching funds if such a grant ever arrived. He stated there is still utility in holding developers accountable for these things even if it seems that it would be costly for the city to do this in the future.

Councilmember Daniel "Dan" Diaz withdrew his motion.

MOTION: Councilmember Daniel "Dan" Diaz to Table consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being a 7.434-Acre Tract of Land, More or Less, Out of the South 25.20 Acres of Lot 5, Section 239, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1901 W. Rogers Road, as Requested by Melden & Hunt, Inc.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Table carried.

C. Consider Variance Request to the City's Unified Development Code, Article 5,Table 5.203-1, Right-of-Way Widths, Being 19.858 Acres Situated in the City of Edinburg, County of Hidalgo, Texas Being a Part or Portion Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat Thereof Recorded in Volume 1, Page 12, Hidalgo County Map Records, Located at 2800 N. McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Table consider Variance Request to the City's Unified Development Code, Article 5,Table 5.203-1, Right-of-Way Widths, Being 19.858 Acres Situated in the City of Edinburg,

County of Hidalgo, Texas Being a Part or Portion Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat Thereof Recorded in Volume 1, Page 12, Hidalgo County Map Records, Located at 2800 N. McColl Road, as Requested by Melden & Hunt, Inc.this Item.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa stated the idea on this table is to come back with a plan on how to handle a variance with conditions, for the Council to be able to make a decision if they want to do that or not.

Marlon Garza, Melden & Hunt, Inc. requested clarification if the Council was asking for the plans on how much the street can be widened or if they need it in writing that the developer will be widening the road up to the poles.

Councilmember Daniel "Dan" Diaz stated historically those poles may not be moved in the next 50 years so he is okay with widening the road up to the poles and he does not think there should be monies there for something that may never happen so he may consider the no escrow as long as the road is widened and the sidewalks are there.

Mayor Omar Ochoa stated he would like for Mr. Garza to go back and make a proposal for the Council to communicate that they are willing to widen the road as far as they can go. He requested they put it in writing so that it is clear for the Council.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Table carried.

9. AWARDING OF BID

A. Consider Authorizing the Purchase of a Sewer Camera System from Rausch USA, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 120721-RAU, in the Amount Not to Exceed $136,442.40. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of a Sewer Camera System from Rausch USA, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 120721-RAU, in the Amount Not to Exceed $136,442.40.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Gerardo Carmona Jr. addressed the Council's questions.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

10. APPOINTMENTS

A. Consider Appointment of City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Appointment of City of Edinburg Council Member as a Designated Alternate Board Member to the Rio Grande Valley Emergency Communication District (RGVECD 911) Board of Managers. [Clarice Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem Jason De Leon to Suspend Roberts Rules of Order.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Suspend Roberts Rules carried.

Councilmember Daniel "Dan" Diaz stated normally the mayor is the appointed

board member, meetings are normally two meetings and they take up almost the entire day. Usually, the first meeting is the LRGVDC followed by the RGVECD 911, he said due to his background he would fill in a lot and when he could not attend Mr. Tom Reyna, Assistant City Manager would fill in.

Mayor Pro Tem Jason De Leon stated so the mayor is the first in line, Councilmember Diaz and then Mr. Reyna is the alternate, why not just keep it the same. Mayor Omar Ochoa, with Councilmember Daniel "Dan" Diaz and Tom Reyna as the designated alternate.

Clarice Y. Balderas, City Secretary stated the LRGVDC and the MPO are the same day.

Tom Reyna, Assistant City Manager stated the MPO is the back-to-back with the LRGVDC, the LRGVDC and the RGVECD 911 are for elected officials and he does not sit in on either of those.

Mayor Omar Ochoa informed the public both of those are very important organizations that coordinate all kinds of matters with other local government and other cities. These are important appointments and historically the mayor has been the designated member for both, he said if the council chooses to keep it that way, he was willing to do that.

Clarice Y. Balderas stated on the RGVECD 911 Board they need a designated member and an alternate.

MOTION: Councilmember David Salazar, Jr. to appoint Mayor Omar Ochoa as a designated member and Councilmember Daniel "Dan" Diaz as the alternate to both the Lower Rio Grande Valley Development Council and the Rio Grande Valley emergency Communication District 911 Board of Directors.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

11. CONSENT AGENDA

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2026-2027 E-rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2026-2027 E-rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Veterans Boulevard and Alberta Road Traffic Improvements Project under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Veterans Boulevard and Alberta Road Traffic Improvements Project under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember

Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

C. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Chapin Street and Trooper Moises Sanchez Boulevard Traffic Improvements Project Under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Chapin Street and Trooper Moises Sanchez Boulevard Traffic Improvements Project Under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

D. Consider the Approval of Change Order No. 1 to Contract with Broaddus Construction, LLC for RFP 2025-002, Downtown Parking Garage Project and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CPM, City Engineer]

MOTION: Mayor Pro Tem Jason De Leon to Approve Change Order No. 1 to Contract with Broaddus Construction, LLC for RFP 2025-002, Downtown Parking Garage Project and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Councilmember David Salazar, Jr.

Mardoqueo Hinojosa, City Engineer stated this was a two-part change order he said the first order is a $49,453, for four underground tanks that were found when they started excavating. He stated they needed to excavate four feet to

prepare to subgrade up and the four tanks were discovered, this change order would mitigate that. Mr. Hinojosa stated they included the $29,000 to add the white pigment concrete.

Mayor Omar Ochoa stated this area used to be a gas station many years ago, the county acquired the property turned it into a parking lot during that process they found eleven tanks that were left from the gas station. He said when those eleven tanks were found testing was done by Texas Commission of Environmental Quality (TCEQ) per regulations the land was blessed to proceed with the parking lot. Mayor Ochoa stated now the city has taken over the land to construct the parking garage has broken ground and, in the process, have discovered there were four more tanks and the site where the tanks were found was tested. He said the change order is the remediation work to remove the tanks, following the environmental guidelines.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

E. Consider Authorizing the Expenditure for the Repair of Unit 1147, 336FL Excavator, by Holt Caterpillar of Edinburg, Texas in the Amount of $69,399.48. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the Expenditure for the Repair of Unit 1147, 336FL Excavator, by Holt Caterpillar of Edinburg, Texas in the Amount of $69,399.48.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None

The motion to Approve carried

F. Consider Authorizing the Purchase of One Toro Reelmaster Fairway Mower 3555-D/3575-D as Item from Professional Turf Products, LT. for Los Lagos Golf Course in the amount of $77,615.36. [Javier Garza, Director of Parks and Recreation]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the Purchase of One Toro Reelmaster Fairway Mower 3555-D/3575-D as Item from Professional Turf Products, LT. for Los Lagos Golf Course in the amount of $77,615.36.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

G. Consider Authorizing the City Manager to Enter Into Amendment Number Two (2), Increasing the Contract Amount by $80,000.00, Between the City of Edinburg and Melden & Hunt, Inc., for Professional Engineering Services for the Phase I Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter Into Amendment Number Two (2), Increasing the Contract Amount by $80,000.00, Between the City of Edinburg and Melden & Hunt, Inc., for Professional Engineering Services for the Phase I Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember

Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

12. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

13. EXECUTIVE SESSION

MOTION: Councilmember Daniel “Dan” Diaz to convene into Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa convened into Executive Session at 6:58 p.m.

OPEN SESSION

MOTION: Councilmember Daniel “Dan” Diaz to convene into Open Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session at 7:42 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Discussion and Possible Action Regarding Economic Development Matters. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

14. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
DECEMBER 22, 2025
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:01 p.m.

PRESENT:

Omar Ochoa	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. **CALL TO ORDER, ESTABLISH QUORUM**
   - **A.** Prayer by Pastor Joanna, Abundant Grace Baptist Church.
   - **B.** Pledge of Allegiance by Councilmember Daniel "Dan" Diaz.

2. **CERTIFICATION OF PUBLIC NOTICE**
   Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on December 16, 2025 at 6:00 p.m.

3. **DISCLOSURE OF CONFLICT OF INTEREST**
   City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

   Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

   There were no conflict of interests presented.

4. MAYOR'S REEPORT

No Action

5. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty congratulated the gentlemen that were elected to lead the great community and she thanked those who did not win, for their participation. She stated their participation was greatly appreciated. She stated 2026 marked the birthday of the US Military, that includes the Army, Navy, and Marine Corp, military. The 250th anniversary is more than a tribute it is a call to action. It is a reminder that patriotism is not just waving a flag on the 4th of July it is about embodying the idea that having defined our country for 250 years, courage, service and commitment to the greater good of the United States of America. She said it is about making sure those values live on in the community, family and ourselves. Ms. McClaugherty stated what the people want is for the Council to stop spending on projects they cannot afford or do not want. Those actions increase the property values such that families are moving to other communities or multifamily housing. It is not the American dream to live in multifamily housing. She said Edinburg officials elected to increase water rates by 67% for the purpose of improving infrastructure, but infrastructure is not the problem water is the problem. Elected officials made comments in Executive Session that override the financial interest of the people. How is it better for a community of one hundred thousand people to build a high-rise parking lot for a county of 1.2 million people. Ms. McClaugherty stated that project is based on commitment of elected officials and to the commitment to use public money wisely. The project would have a greater adverse impact on the people of Edinburg if it were built by the county. She stated shifting money from the Solid Waste Department to the golf courses is not a good idea especially if it leads to the need to sell bonds. The city debt is costing the people $8 million, the total tax rate for those living in Edinburg is $2.40 per $100 of value and this Council voted unanimously for the members of the appraisal district board. Ms. McClaugherty wished everyone a Merry Christmas, a Happy New Year and asked everyone to pray for Israel and all the Jewish people around the world whose lives are in danger.

Mayor Omar Ochoa asked Ms. McClaugherty if she would like to come back and to the podium regarding the items, she had concerns with.

Ms. McClaugherty stated why does the City have the City's Unified Development Code Article 5 table 5.2043-1 right of way width, and then the Council changes them. She said and just remember when you change it for developers the city better change it for an individual family that is asking for a change too, because many times the Council denies them.

Maria Sosa: Ms. Sosa thanked the Councilmembers and Police Department for all the support given to her with problems she has had with fireworks within the city

limits and other violations. She stated if the people have money to purchase fireworks and the ability to shoot guns, she asks that the Council raise the fee for those violations.

Cash Silva: Mr. Silva is a 3rd grader at Stephen F. Austin Elementary and he was present to ask the Council if they would consider putting a fence around Fountain Park so that the school may have more play area. He stated because the play area is so small, they must take turns. The girls use the play area one day and the next day the boys can use the play area, but if they had a bigger playground, they could use the play area together. Mr. Silva stated there has been people drinking beer, shirtless, and cussing at the park during school. He said for the last three weeks he has collected 160 signatures he would have more if student's signatures counted. Mr. Silva thanked the Council for listening.

Rosie Silva: Ms. Silva stated they had copies of the signed petition, she asked that the Council consider their concerns. She said Stephen F. Austin is 100-year-old school, it is A rated school located in a really low economic area. She stated the school is adjacent to a public park and there have been several police reports. She said they did some research and they came across "Safe Routes to School" and they grant monies for fences. The Edinburg School district has used them before on Truman, De Zavala, and Eisenhower Elementary. Ms. Silva thanked the Council for their time and asked that they please consider their petition.

Mayor Omar Ochoa stated he loves to see the youth in action, he thanked Cash for his presentation and stated he was very brave to do so.

6. PRESENTATION AND REPORTS

A. Presentation of Delinquent Tax Collection and Municipal Court Report for the Period of October 01, 2024 Through September 30, 2025. [Ascencion Alonzo, Director of Finance]

Kelly Rivera Salazar, Linebarger Goggan Blair & Sampson LLP stated in the past year they have filed 112 law suits, disposed of 69,236 cases in litigation, they have knocked on 191 doors within the City of Edinburg educating and informing tax payers of their delinquency and help get them into a payment agreement. She stated that the one-on-one contact is more impactful, it is less intimidating than a letter or a phone call. They have placed six properties for sale on the sheriff's tax sale and they have mailed over 7,413 letters. Ms. Salazar stated that has resulted in an increase in collections from the prior year, over $680,000 in base, over $64,000 collected that were issued in refunds to tax payers that qualified for a homestead exemption and were entitled to a refund due to an appraisal district adjustment. Over $235, 000 were collected base, penalty and interest for a total collection of over $984,000 in delinquent base, penalty and interest for the City of Edinburg.

Ms. Salazar stated they also collect Municipal Court fees and fines for the City of Edinburg and they have made over 13,000 out-bound calls to delinquent ticket holders. Those are drivers that are not Edinburg residents but have passed by the City of Edinburg and they got a ticket and they still owe that ticket. She said they received 849 phone calls of people trying to resolve that issue that is not counting the calls made directly to the court itself seeking a resolution. They updated over 2,900 addresses and they have mailed out over 10,000 letters to individuals with delinquent tickets. Ms. Salazar stated that has resulted in over $251,000 collected higher from the previous year. She said since their inception with the City of Edinburg they have had collections of over $3.62 million. She stated they were very proud to be City partners, she said they are invested in the community and they are happy to be a part of all the great things happening in Edinburg.

B. Presentation of the Magic Valley Electric Coop Capital Credit Check for 2025 from Magic Valley Electric Cooperative to the City of Edinburg. [Tomas D. Reyna, Assistant City Manager]

Elizabeth Boyd, Magic Valley Coop stated they have been doing the Capital Credit Checks since 1947. She said Magic Valley is a not-for-profit, member-owned cooperative and every year they reallocate profit margins back to the members. Ms. Boyd stated the City of Edinburg being a very valued partner and member they do receive a check this year. She stated they also give mini scholarships to students every year. She thanked the Council for everything they do for the city and as the City of Edinburg grows Magic Valley is committed to continue being that valued partner with the city, the developers and all the residents.

Mayor Omar Ochoa thanked Ms. Elizabeth Boyd for her presentation of the checks.

7. VARIANCES

A. Consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being a 7.434-Acre Tract of Land, More or Less, Out of the South 25.20 Acres of Lot 5, Section 239, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1901 W. Rogers Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
NO ACTION

B. Consider Variance Request to the City's Unified Development Code, Article 5,Table 5.203-1, Right-of-Way Widths, Being 19.858 Acres Situated in the City of Edinburg, County of Hidalgo, Texas Being a Part or Portion Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat Thereof Recorded in Volume 1, Page 12, Hidalgo County

Map Records, Located at 2800 N. McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
NO ACTION

8. APPOINTMENTS

A. Consider Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem Jason De Leon to Appoint Councilmember David Salazar, Jr. as Mayor Pro Tem.
SECOND: Councilmember Daniel "Dan" Diaz
There was discussion.

Mayor Omar Ochoa stated a couple of years ago there was an Ordinance passed requiring there is a Mayor Pro Tem vote at the conclusion of elections and at the beginning of the year. Mayor Ochoa thanked Councilmember Jason De Leon for his year of service as Mayor Pro Tem, he said it was a short period of time where they overlapped but Mr. De Leon covered events that he could not.

Councilmember Daniel "Dan" Diaz stated when he came into office, they thought it was a great opportunity to share the title one year per councilmember and that way they can all represent the city.

Councilmember David Salazar, Jr. thanked the rest of the Council for the opportunity and Councilmember Jason De Leon for making the nomination, he said he is looking forward to represent the City of Edinburg along with Mayor Ochoa.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Edinburg Housing Authority Board of Directors, Two Members (Mayor Appointed). [Clarice Y. Balderas, City Secretary]
No Action

Mayor Omar Ochoa stated the appointment is mayor appointment and there is no discussion just an appointment. For the record he stated he would not be making an appointment that evening. He stated he was reviewing the appointment process in general. He said he knows they accept applications and there is a process in place but he takes the appointments very seriously. He would like to review the process and make any changes that would be helpful. Mayor Ochoa stated any members currently on the board would carry forward until a new appointment is made.

9. CONSENT AGENDA

A. Consider Authorizing the Renewal of a Twelve (12) Month Term of Multifactor Authentication System From Freeit Data Solutions Through the Department of Information Resources (DIR) Contract No. DIR-CPO-4863 in the Amount of $31,005 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Renewal of a Twelve (12) Month Term of Multifactor Authentication System From Freeit Data Solutions Through the Department of Information Resources (DIR) Contract No. DIR-CPO-4863 in the Amount of $31,005 and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the Renewal of a Twelve (12) Month Term of virtual infrastructure licenses, From Waypoint Through the Texas Department of Information Resources (DIR) contracts DIR-CPO-5175 and DIR-Carahsoft in the Amount of $85,613.44 and Authorize City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Renewal of a Twelve (12) Month Term of virtual infrastructure licenses, From Waypoint Through the Texas Department of Information Resources (DIR)

contracts DIR-CPO-5175 and DIR-Carahsoft in the Amount of $85,613.44 and Authorize City Manager to Execute Any Documents Related Thereto.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the City Manager to Enter Into a Two (2) Year Agreement with T-Mobile USA, Inc. for Cellular Services and Devices through NASPO ValuePoint Contract No. 1317289 for an Estimated Monthly Amount of $31,770.03 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Two (2) Year Agreement with T-Mobile USA, Inc. for Cellular Services and Devices through NASPO ValuePoint Contract No. 1317289 for an Estimated Monthly Amount of $31,770.03 and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Authorizing the City Manager to Enter Into an Agreement with New in Blue eCitation Software Through the Texas Interlocal Purchasing System (TIPS) via TIPS-USA Contract No. 230105, in the Amount of $100,291.50, and Execute

Any Documents Related Thereto. [Maribel Velasquez, Court Administrator]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into an Agreement with New in Blue eCitation Software Through the Texas Interlocal Purchasing System (TIPS) via TIPS-USA Contract No. 230105, in the Amount of $100,291.50, and Execute Any Documents Related Thereto.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the First Amendment to the Interlocal Agreement Between the City of Edinburg and the County of Hidalgo, Texas Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None

The motion to Approve carried.

F. Consider Authorizing the Purchase of Eight (8) APX 6000 Portable Radios from Motorola Solutions Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, in the Amount of $52,768.96. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of Eight (8) APX 6000 Portable Radios from Motorola Solutions Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, in the Amount of $52,768.96.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

G. Consider Authorizing the Purchase a FARO Focus Premium LS9-PU 3D Laser Scanner for the Edinburg Police Department from ZNET TECH, Through the U.S. General Services Administration, (GSA) Contract No. 47QTCA18D003S, in the Amount of $50,703.70. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase a FARO Focus Premium LS9-PU 3D Laser Scanner for the Edinburg Police Department from ZNET TECH, Through the U.S. General Services Administration, (GSA) Contract No. 47QTCA18D003S, in the Amount of $50,703.70.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano

ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

H. Consider Authorizing the Purchase and Installation of Emergency Vehicle Equipment and a Vehicle-Mounted Electronic Message Board for Public Safety Operations on One (1) 2026 PSA Ford F-250 from Dana Safety Supply, Inc., Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 698-23, in the Amount of $47,926.91. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase and Installation of Emergency Vehicle Equipment and a Vehicle-Mounted Electronic Message Board for Public Safety Operations on One (1) 2026 PSA Ford F-250 from Dana Safety Supply, Inc., Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 698-23, in the Amount of $47,926.91.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve the Fiscal Year 2025-2026 Budget Transfer for the Utility Fund.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember

Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

J. Consider Authorizing the Purchase of Five (5) New Pick-up Trucks from Boswell Elliff, Through the Local Government Purchasing Cooperative (TIPS) Contract No. 240901, in the Amount Not to Exceed $214,121.11. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of Five (5) New Pick-up Trucks from Boswell Elliff, Through the Local Government Purchasing Cooperative (TIPS) Contract No. 240901, in the Amount Not to Exceed $214,121.11.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

K. Consider Authorizing the Purchase of Fourteen (14) Flygt Lift Station Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed $258,511.50. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of Fourteen (14) Flygt Lift Station Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed $258,511.50.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:

AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

L. Consider Authorizing the Purchase of One (1) Roll-off Kenworth T480 from French Ellison Truck Center, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 032824-KTC, in the Amount Not to Exceed $249,444.47. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of One (1) Roll-off Kenworth T480 from French Ellison Truck Center, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 032824-KTC, in the Amount Not to Exceed $249,444.47.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

M. Consider Authorizing the Purchase of One (1) New F-550 XL Regular Truck with Crane Body from Boswell Elliff, Through the Local Government Purchasing Cooperative (TIPS) Contract No. 240901, in the Amount Not to Exceed $191,510.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of One (1) New F-550 XL Regular Truck with Crane Body from Boswell Elliff, Through the Local Government Purchasing Cooperative (TIPS) Contract No. 240901, in the Amount Not to Exceed $191,510.00.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

N. Consider Authorizing the Purchase of One (1) New Godwin 8-inch CD200S Silent Bypass Pump from Xylem, Through the Local Government Purchasing Cooperative (HGAC) Contract No.CM02-021, in the Amount Not to Exceed $89,848.25. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of One (1) New Godwin 8-inch CD200S Silent Bypass Pump from Xylem, Through the Local Government Purchasing Cooperative (HGAC) Contract No.CM02-021, in the Amount Not to Exceed $89,848.25.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

10. OTHER BUSINESS:

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

Councilmember Daniel "Dan" Diaz would like to add the discussion of Austin Elementary/Cash fence. He said they have talked about it in the past and it has gone to the school and to a board, he said he was proud of the resident and her son for bringing it up and he thinks it needs to be discussed.

11. EXECUTIVE SESSION

MOTION: Mayor Pro Tem David Salazar, Jr. to Convene into Executive

Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa convened into Executive Session at 6:29 p.m.

OPEN SESSION

MOTION: Mayor Pro Tem David Salazar, Jr. to Convene into the Open
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session at 7:49 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney regarding pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Consultation with City Attorney and Possible Action Regarding Agreement with

Palm Valley Animal Society. (§551.071. Consultation with Attorney; Closed Meeting.)
No Action

C. Consultation with City Attorney Regarding Development Ordinances. (§551.071. Consultation with Attorney; Closed Meeting.)
No Action

D. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property: 1. Burns Bros., Ltd.; 2. Tax Foreclosures (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

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

MOTION: Councilmember Gerardo Lozano to Confirm and Approve action taken by the EEDC Board regarding Project Ribeye.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

12. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
DECEMBER 22, 2025
5:00 PM

Mayor Omar Ochoa called the meeting to order at 5:02 p.m.

PRESENT:

Mayor Omar Ochoa	Mayor
Jason De Leon	Mayor Pro Tem
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

Daniel "Dan" Diaz	Councilmember Place 1

1. CALL TO ORDER, ESTABLISH QUORUM

A. Pledge of Allegiance by Councilmember Gerardo Lozano.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on December 16, 2025 at 6:00 p.m.

3. PUBLIC COMMENTS

There were no public comments.

4. ELECTION

A. Canvass the Returns and Declare the Results of the City of Edinburg Municipal Runoff Election Held on December 13, 2025. [Clarice Y. Balderas, City Secretary]

Mayor Omar Ochoa read the official canvass of election returns for December 13, 2025 aloud.

COUNCILMEMBER- PLACE TWO

JASON DE LEON	1,863	58.81%
MOISES SEGOVIA	1,305	41.19%
CAST VOTES	**3,168**	**100.00%**
UNDERVOTE	**1**	
OVERVOTES	**0**	

B. Consider Resolution Canvassing the Returns and Declaring the Results of the City of Edinburg Municipal General Election Held on December 13, 2025 for Councilmember Place 2. [Clarice Y. Balderas, City Secretary]

Mayor Omar Ochoa stated the following certificate of election certifies Jason De Leon has been duly elected Councilmember Place 2 of the City of Edinburg, Texas.

MOTION: Councilmember Gerardo Lozano to Approve Resolution Canvassing the Returns and Declaring the Results of the City of Edinburg Municipal General Election Held on December 13, 2025 for Councilmember Place 2.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Councilmember Daniel "Dan" Diaz
NAYS: None
ABSTAIN: None
The motion to Approve carried.

5. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JANUARY 6, 2026
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:01 p.m.

PRESENT:

Omar Ochoa	Mayor
David Salazar, Jr.	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. **CALL TO ORDER, ESTABLISH QUORUM**
   - **A.** Prayer by Pastor Arturo Chapa, First Baptist Church.
   - **B.** Pledge of Allegiance by Councilmember Daniel "Dan" Diaz.

2. **CERTIFICATION OF PUBLIC NOTICE**
   Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on December 16, 2025 at 6:00 p.m.

3. **DISCLOSURE OF CONFLICT OF INTEREST**
   City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

   Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

   There were no conflict of interests presented.

4. MAYOR'S REEPORT

Mayor Omar Ochoa stated the temporary traffic light at the intersection of Freddy Gonzalez Dr. and Closner Blvd. is a result of a vehicle accident, he said city crews took quick action and put stop signs and within a couple of days the Public Works Department was able to install temporary pole from TxDOT. Mayor Ochoa stated that the Engineering Department was studying how to install the permanent traffic light in a way where that island can be removed and possibly have two east bound traffic lanes. He thanked all city staff working on that and he stated the process will continue being reported to the public.

Mayor Omar Ochoa stated two students from the Harvard Kennedy School of Government were visiting the City of Edinburg for two weeks and would be assisting the city with various projects. He said this was made possible by grants and at no cost to the tax payers.

Mayor Omar Ochoa stated the Run with the Mayor group meets every Sunday at 8:00 at the Edinburg Municipal Park, he said they are getting ready for the Edinburg 10k being held on February 7, 2026, he invited everyone to sign up to run or walk the race. Mayor Ochoa stated it is all just about getting moving and being healthier in 2026.

5. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing South Texas Health System (STHS) Edinburg as Forbes America's Top Hospital for 2026. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mayor Omar Ochoa thanked STHS. He stated it was a well-deserved recognition, he said the City of Edinburg is a great health care town. He said there are great health care institutions, and UTRGV Medical School. He said the future is bright for the City of Edinburg in the medical community. He thanked STHS for what they are doing for the community and to advance Edinburg.

Lance Ames, Chief Executive Officer at South Texas Health System Edinburg stated it was an honor to be present, he thanked the city for the recognition and the kind words. He stated they have incredible talent in their doctors, staff and leadership and were all ready to serve. Mr. Ames stated they want to make Edinburg proud of the high level of care they bring. He said U.S. News & World Report, and the Forbes recognition are all unsolicited recognition to the team of care. He said the high-quality care standards they have as a hospital will continue to benefit the community.

Councilmember Daniel "Dan" Diaz stated he has been in health care for a long

time and started as a combat medic. He said for years the Edinburg Hospital was seen as the smaller hospital in the area. Patients would get there and get transferred over to the larger hospital south of Edinburg. Then came the change of the guard, the leadership, the over $100 million investment, and the new tower. Councilmember Diaz stated now being recognized is huge it's a great deal because it is unsolicited, it puts Edinburg on the map with a positive light. He thanked STHS for everything they do.

6. PUBLIC COMMENTS

Jose Rodriguez: Mr. Rodriguez stated AI is a huge rapid growing thing and the president has pushed for those type of investments in order to combat the adversaries and stay ahead on the cutting edge. In locations like Tennessee, Shelby County, Colossus and XAI residents are now four times more likely to have cancer. Their neighborhoods smell like gas because of the 35 turbines, with 33 on all the time, that is just not a good deal. He said Soluna is an energy company that is opening a wind farm to support Bitcoin mining and AI and that is going to hit the grid and because there is a lot of water here, that is a bit of irony because that can cause issues when it comes to water. Mr. Rodriguez stated they have proposed the wind turbines and a closed loop system where they will not need as much water but what happens if they do? It is not a matter of if but a matter of when. He said who pays if the power systems need upgrade, if the project needs new lines, substation or other electrical upgrades to handle the load who pays the company, the utility company, or the residents through higher bills. Is there a guarantee that residents will not see a higher electricity bill, will there be a reading agreement that protects households and small businesses from rate increase tied to the projects power demands? Mr. Rodriguez stated what happens when there is not wind do the turbines keep running by pulling power from the grid or do, they slow down/shut if they pull from the grid at peak times does it make the power more expensive or less reliable for everyone else. How is if verified that the project will help the grid? What are they committing to do during extreme heat/cold or grid emergencies?

Marylin Lara: Ms. Lara was present to share her concerns over AI data centers. She stated data centers use an enormous amount of energy putting a strain on the power grid. Ms. Lara stated Texas already implements rolling blackouts because infrastructure does not support what is currently needed. She said these centers would increase semi-truck traffic, they produce light, air and noise pollution, this apart from the massive amount of water required for these AI centers is concerning for the already scarce water supply in Texas. Ms. Lara stated it is not guaranteed that these centers will not be releasing water for cooling their machines back into water waste. She said the centers do not really produce local jobs they perpetuate the use of AI; although, AI is useful for many things it is being used in a way that suggests that it is an infinite resource without consequences. Ms. Lara stated she is against AI centers because the hazards to the economy and health do not justify the payoff.

Fern McClaugherty: Ms. McClaugherty congratulated those newly elected and she stated the Council's spending needs to be consistent with the ability to pay without placing a greater financial strain on families. She said currently the city pays about $8 million dollars a year on bond debt. The city needs to concentrate on the basics, on public safety, water, sewer, and streets because moving money from Solid Waste to golf courses is not smart. Ms. McClaugherty stated the City should not compete with the private sector like LM Ambant services, funeral homes, and legal services. She reminds everyone that as elected officials it is like living in a glass bowl everything they do or intend to do is available to the public. She said do not make any financial promises to the County and work to limit the impact from the insulation of the drainage of the Court house on University Dr. Ms. McClaugherty stated the Council unanimously supported for the appraisal district and that means the property values will continue to rise with greater pressure on Governor Abbott to increase homestead exemptions. She said it will take a long time but the people will win this fight. If elected officials keep increasing values the people keep limiting their authority to make decisions. Mr. McClaugherty stated how hard is it to understand that lowering taxes increases development, she said small businesses create about 70% of all jobs. She asked everyone to pray for Israel and the last hostage to try and get the body home. Ms. McClaugherty stated the agenda always has disclose conflict of interest and the Council always says no, but are there any friends, family, loved ones, or any business partners that can be affected as a conflict.

Ms. McClaugherty: Ms. McClaugherty stated item 7. B. discusses about how hard it is to turn into her property. She said she spoke to the developer and he told her they were considering not doing an outlet on McColl Road. She said if they try to do an outlet off of McColl Road the residents will not be able to get out of their property. Ms. McClaugherty stated her property is just north of the proposal and the City allowed Nassau Street to come out on McColl Road and it blocks her driveway. She is constantly in the center lane fighting to turn into her driveway or her business. She said on item 8. A. she requested an explanation on the bidder list, outside fleet repair rates of off warranty units and capital towing. On item 10.G. Ms. McClaugherty would also like to know why the city is not using local companies for the tires.

Maria Sosa: Ms. Sosa stated she was a little shook up from the fireworks and gun shots on New Year's. Ms. Sosa would like the Council to consider the ban of fireworks within city limits. She stated the smell and chemicals the fireworks have stay in the air for hours. She had to wear a mask especially after reading what sulfur and the other chemicals cause respiratory distress and heart paralysis. She requested the Council to consider banning fireworks in the city.

Daniel M. Tuttle Jr.: Mr. Tuttle stated they want to provide reliable, high quality service while being responsible stewards with the City's resources. He said during this reporting period they responded to thousands of calls for service, maintained consistent response times and ensured coverage across the city, even during peak

demands and special events. Mr. Tuttle stated from January through December they responded to 16,592 calls for service, 12,323 of those calls were priority one, (lights and sirens) calls and 4,269 priority two (no lights, no sirens) calls. He said through all the calls they managed to maintain an average response time of seven minutes and twenty-one seconds. Mr. Tuttle stated they have invested heavily in training, quality assurance and accountability. He said every call, every incident and every complaint is reviewed to ensure they are meeting professional standards and correcting issues when they do arise. He said they have provided four free CPR classes to the community with a total of 112 students between those classes. Mr. Tuttle said they have also worked with the community health care system such as STHS Edinburg to provide continuing education programs to the City's fire and police departments. He said internally the line responders within their dispatch department have successfully acquired their emergency medical dispatcher certification through the International Academies of Emergency Dispatchers, that ensures a uniform clinical standard immediately starting at the 911 call. If anyone has an emergency the dispatcher is already walking them through it while the ambulance, fire or the police department are enroute. The care starts immediately verses waiting for help to get there. Mr. Tuttle stated Medcare has strengthened the coordination with City Departments, the Fire Department, the Police Department, and regional partners ensure seamless service and delivery throughout the region.

Diane Teter: Ms. Teter stated at the last City Council meeting it was stated the Council raised water rates by 37% but not the important fact that the increase was spread out in three years. She said looking across the valley Edinburg is not acting alone, the City of McAllen approved a $14 a month increase in water and sewer rates, and City of Mission has added multi-year surcharges to stabilize and strengthen its system. She said those are the kind of decision cities are facing. Ms. Teter stated Zoho has arrived in Edinburg and there are concerns about water availability especially that AI data center operations consume enormous amounts of energy and water both of which are under strain. She said Zoho operates sixteen global data centers and data centers are massive water users consuming millions of gallons per month in Texas. Ms. Teter stated Brownsville's Space X water demand has strained the public so severely that residents now face higher bills, drought measures and new restrictions. She said if Zoho builds a data center here that demand falls on Edinburg's water system that means city repairs, infrastructure, and drought reserves are on the line. She stated those type of projects place major demands on water, electricity, and public infrastructure. How much water will they use, who will pay for new substations or pipelines and especially what incentives are they requesting and what long term value do Edinburg residents actually receive in return.

Celest Flores: Ms. Flores stated her retaining wall was damaged by the city, she filed a claim through TMP and it was denied. She said the City Manager told her she would have to sue the city, for the $1,800 in damages. Ms. Flores stated since she has owned her property, she has paid the city close to $50,000 on her property

and was present because she does not think that going through a legal dispute is the only solution.

Mayor Omar Ochoa stated there were a few more public comments than usual and he explained the Council is not allowed to respond. He said the Council can only discuss what is published on the agenda notice.

7. PUBLIC HEARINGS

Mayor Omar Ochoa opened the Public Hearing for anyone wishing to speak for or against Items A-E at 6:37 p.m.

There being no further comments Mayor Ochoa closed the Public Hearing at 6:49 p.m. and stated he would entertain a motion to approve items A-C since there were no public comments and make separate motions on items D and E.

A. 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, Primary (RP) District, Being a 1.17 Acre Tract of Land More or Less Out of Lot 1, Section 269, Texas- Mexican Railway Company Survey, Located at 2038 E. Richardson Road, as Requested by Michael Gaitan. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Jason De Leon moved to Approve 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, Primary (RP) District, Being a 1.17 Acre Tract of Land More or Less Out of Lot 1, Section 269, Texas- Mexican Railway Company Survey, Located at 2038 E. Richardson Road, as Requested by Michael Gaitan.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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 Residential, Multi-Family (RM) District to Commercial, General (CG) District, Being a Tract I: A Tract of Land Containing 0.52 Acre Out of the South 8.12 Acres of Lot No. Six (6) In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey and Tract II: A Tract of Land In Lot Six (6), In Section No. Two Hundred Thirty-Seven (237), Texas-Mexican Railway Company's Survey, Located at 2901 W. Chapin Road, As Requested By RJC Development Group LLC. [Jaime Acevedo, Director of Planning & Zoning]

Reynaldo Rodriguez and Abraham Jaimes with RJC Development Group LLC, were present. Mr. Rodriguez stated that after review the original layout that the developer proposed and from an engineering standpoint, they discovered the layout would not work with an entrance through McColl Road, that will be eliminated completely and they would only have an entrance along Chapin Street.

MOTION: Councilmember Jason De Leon to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, Being a Tract I: A Tract of Land Containing 0.52 Acre Out of the South 8.12 Acres of Lot No. Six (6) In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey and Tract II: A Tract of Land In Lot Six (6), In Section No. Two Hundred Thirty-Seven (237), Texas-Mexican Railway Company's Survey, Located at 2901 W. Chapin Road, As Requested By RJC Development Group LLC.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, Being All of Lot 2B Replat of Lewis Subdivision, and a 0.3969-Acre

(17,889 Sq. Ft.) Tract of Land, Being a Portion of Lot 2A, Block C, in The Lewis Subdivision, Located at 1319 and 1313 N. I-69C, As Requested By Bowman. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Jason De Leon to Approve the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, Being All of Lot 2B Replat of Lewis Subdivision, and a 0.3969-Acre (17,889 Sq. Ft.) Tract of Land, Being a Portion of Lot 2A, Block C, in The Lewis Subdivision, Located at 1319 and 1313 N. I-69C, As Requested By Bowman.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, Being Tract I: A 0.5 Acres of Land, More or Less, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Kelly Pharr Subdivision Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Kelly Pharr Subdivision, Tract III: A 3.0 Acre Tract of Land Out of Lot 59, Kelly Pharr Subdivision, Located at 1000 W. Alberta Road, As Requested By Melden and Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

Ruben De Jesus, Melden and Hunt Inc. stated their conceptual design was at a higher level and since meeting with the Planning and Zoning Commission they have been working with designer and a builder on what they are actually proposing. He said they are staying true to the single-family use with the detached townhomes. Mr. De Jesus stated the proposal would be a gated community. They have already been working with different entities like the drainage district and have gotten their approval. He said they are working under a feasibility timeline with the developer and the land owner. He asked the Council for a favorable rezoning, that would allow them to complete the feasibility time period to move forward with the purchasing of the property. Mr. De Jesus stated they had submitted the subdivision plat to the city and

reviewed it with the Utilities Department and they are in favor of the proposed infrastructure. He said the zoning allows for attached or detached dwellings. The attached structure allows for more lots but for the purpose of connectivity the developer has chosen 54 detached dwellings.

Councilmember Jason De Leon inquired if the development was considered a townhome if they were detached. The drainage would be connected to the existing drainage? Would sidewalks be added to connect to the Summerset Subdivision?

Mr. De Jesus stated the development would have its own detention and then it would feed back to the existing drainage. He said the sidewalk is a requirement that they will be fulfilling.

Mayor Omar Ochoa stated the proposed layout in the packet is not what they are planning to move forward with, there is a new layout. He asked if the new layout had been submitted to the Planning and Zoning Department and gotten any feedback from them.

Mr. De Jesus said the original layout had one cross street. A second cross street was added on the front end of the development reducing the number of lots.

Councilmember Daniel “Dan” Diaz stated Planning and Zoning Commission approved the original proposal.

Mr. De Jesus stated they approved the rezoning, and now they are seeking the Council’s rezoning approval. He said it is a similar layout only difference is by adding the cross street they are reducing the number of lots.

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, Being Tract I: A 0.5 Acres of Land, More or Less, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Kelly Pharr Subdivision Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Kelly Pharr Subdivision, Tract III: A 3.0 Acre Tract of Land Out of Lot 59, Kelly Pharr Subdivision, Located at 1000 W. Alberta Road, As Requested By Melden and Hunt Inc.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was discussion.

Mayor Omar Ochoa said he knew they were not here to approve the design but knowing the proposed design gives the opportunity to influences their decision. He stated with the original design presented the Planning and Zoning

Department recommended not to approve the rezoning.

Jaime Acevedo, Director of Planning & Zoning stated their recommendation was based on the land use itself, is it the best use for that land based on the surrounding uses. They felt it was too high density for the area. He said the original design was for 58 lots and they have trimmed it down to 54 lots. Mr. Acevedo stated the original design was reviewed and it was going to require several variances.

Mayor Ochoa stated the original design as submitted would require variances to move forward. Has Planning and Zoning reviewed the revised design. He said approving something that will require variances is concerning. Although it is assumed that if approved the developer must comply with all rules and regulations there are no variances baked into a rezoning. He does not want the approval of the rezoning to imply that the city is going to approve and grant variances. If the design as submitted already asks for variances concerns him. Mayor Ochoa stated it was appreciated that they were working with staff and they addressed some of the concerns but idea that a development that could only move forward with variances is concerning. He stated if the city did approve the rezoning, they would have a piece of property zoned different from contiguous properties and if the variances are not approved what is going to happen with that piece of property? He would much rather have a design at the onset knowing what the city was getting itself into, because that is the primary control of what will happen with that property.

Councilmember Daniel “Dan” Diaz stated he has asked before why is that zoning goes before a variance. He stated if it does get approved, they have to abide by all rules, and what kind of variances would be required?

Mr. Acevedo said you cannot put conditions on a rezoning. He sated one of the variances they asking was the street width they were asking for 40ft. instead of 50ft, and the lot square footage.

Mr. De Jesus stated there was a prior developer, same landowner, and they do sign an owner’s authorization knowing what is to come if the zoning is approved or not. He said the previous developer requested and was denied a rezoning request but with their due diligence and what they are proposing they are closer to an attainable project and that is why the Planning and Zoning Board approved their proposed project. He stated they will continue working with city staff and present what if feasible at the end of the day and again they ask the Council for a favorable rezoning.

Mayor Omar Ochoa stated if they move forward and after all the discussion the majority of the Council denies the motion at that point the developer is no longer able to do rezoning even if they redid the design, because there is a whole other procedure once a rezoning request is denied.

Mr. Acevedo stated once a rezoning request is denied they have to wait twelve months to come back with the same request, he said but they can request a different lower density rezoning request right way.

Mayor Ochoa stated with that been clarified he would much rather table the item and see if they can come up with a design where everybody knows what they are getting into from the onset before the City Council has to make that decision.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David Salazar, Jr. Councilmember Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: Mayor Omar Ochoa
ABSTAIN: None
The motion to Approve carried.

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi- Family (RM) District, Being Lots 11 and 12, Block 115, Original Townsite of Edinburg, Located at 701 E. Lovett, As Requested By Firm Foundation Construction, LLC. [Jaime Acevedo, Director of Planning & Zoning]

Alonso Chavez stated they believe the project will truly beautify the area while staying true to the neighborhood architectural style and character. He said it was a small design development meant to blend in and not stand out. He stated they are fully committed to be responsible for the long-term management keeping the property clean, well maintained and professionally operated. They will implement strict tenant screening to ensure a safe, respectful neighborhood friendly living environment. Their goal is simple to bring quality attainable housing that strengthens and contributes positively to the City of Edinburg. He stated they located three small apartment complexes within a one-mile radius from the property they are trying to develop, he stated the Planning and Zoning Commission had informed him that since there were no small apartment complexes in the area their proposal would be denied but they found three developments. He said they care about what the neighbors think, so they went around and got a few statements from the neighbors direct to the property who stated they are in favor of the project.

Jesus Garcia stated Firm Foundation Construction, LLC stated the project was not a large apartment complex it is intentionally designed to look and feel residential with a modest neutral material, general setbacks and landscaping like the existing strip scape, the building proportions, roofline and facade

treatment are consistent with the surrounding single-family homes allowing it to blend in seamlessly into a neighborhood rather than standout as something out of scale. He said by carefully choosing materials, and colors to those in the nearby homes the project will visually connect with the community and beautify the area with a clean modern appearance beyond minimizing impacts the project provides several key benefits like improve neighborhood safety with lighting, pedestrian activity and more eyes on the streets. He stated it will beautify what is currently an underutilized lot with new landscaping, trees and attractive residential architectural that enhances the character of the entire block and lastly it aligns with Edinburg's goal of offering divers sustainable housing options without contributing to unnecessary sprawl. Their objective is to compliment the neighborhood not disrupt it, the development is a scaled, detailed and landscaped specifically to blend into the surroundings and contribute positively to the context of the community and they truly believe the project will bring long-term valuable vibrancy and inclusivity to the area.

MOTION: Mayor Pro Tem David Salazar, Jr. moved to Deny the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi- Family (RM) District, Being Lots 11 and 12, Block 115, Original Townsite of Edinburg, Located at 701 E. Lovett, As Requested By Firm Foundation Construction, LLC. as recommended by staff.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Deny carried.

8. AWARDING OF BIDS

A. Consider Awarding Bid No. 2026-01, Outside Fleet Repair Service Rate of Off Warranty Units to Carrera Hydraulics, LLC of Monte Alto, Texas, CC Truckers, LLC of Edinburg, Texas and, Capital Towing, LLC of Edinburg, Texas Based on Types of Services and Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Awarding Bid No. 2026-01, Outside Fleet Repair Service Rate of Off Warranty Units to Carrera

Hydraulics, LLC of Monte Alto, Texas, CC Truckers, LLC of Edinburg, Texas and, Capital Towing, LLC of Edinburg, Texas Based on Types of Services and Unit Prices.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Awarding Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail to Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Manager]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Awarding Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail to Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Enter Into an Agreement Related Thereto.
SECOND: Councilmember Jason De Leon

There was discussion.

Mayor Omar Ochoa stated there is not yet a final agreement with the purposed vendor for this project.

Mardoqueo Hinojosa, City Engineer stated no, they have the agreement that is submitted with the bids, which upon awarding they tweak the name, contract amount, and adding the milestones.

Mayor Ochoa stated this was a great project and he was super excited and it is going to be a fantastic trail addition to the city. He said the milestones are important to him and what he does not want is just a contract with a substantial completion date and a final completion date, if there is a delay prior to the completion day it makes it a lot harder for the city to exit the contract or have some leverage over the vendor. He would like to know what the milestones are in the final form of the contract. He would like to approve to award the bid but subject to the final contract coming back to city council for final approval.

Councilmember Daniel “Dan” Diaz stated he likes that idea, because he noticed the lowest bidder was local and he’s glad for that but he noticed a disparity between what the engineers projected cost were and the actual bids were. He said everyone hates change orders so how do they avoid change orders better.

Mr. Hinojosa stated they go TxDOT numbers for every bid, so the estimates do tend to be a little higher than what is received locally. He said on this item the recommended bidder was not the lowest bidder, they were the lowest qualified bidder.

Councilmember Jason De Leon stated and because it is federally funded you have to go with the lowest bidder?

Mardoqueo Hinojosa, City Engineer said they have to go with the lowest bidder process, but the city has worked with them before they did the sidewalks on the Lull Project, the trails on Freddy Gonzalez so the city feels comfortable with them. He said as far as the change orders there can be some impediments that we not there when the plans were completed. He said it is highly doubtful there will be no changes orders because there are always minors stuff that comes along the way.

Josephine Ramirez Solis, City Attorney stated because this is a TxDOT project, TxDOT would have to approve the final form of agreement as well.

Councilmember Daniel “Dan” Diaz retracked his motion.

MOTION: Councilmember Daniel “Dan” Diaz moved to Approve Awarding Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail to Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Enter Into an Agreement Related Thereto subject to the final contract coming back to the City Council for a final approval.
SECOND: Mayor Pro Tem David Salazar, Jr.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
The motion to Approve carried.

9. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Board, Council,

Commission and Committee: Edinburg Economic Development Corporation Board of Directors, Two Members. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Gerardo Lozano moved to Appoint Homer Jasso to the Edinburg Economic Development Corporation Board of Directors in place of Greg Vasquez.

Councilmember Gerardo Lozano withdrew his motion.

MOTION: Mayor Pro Tem David Salazar, Jr. moved to remove members Gregory Vasquez and David Salazar, Jr. from the Edinburg Economic Development Corporation Board of Directors and Appoint Councilmember Gerardo Lozano and Homer Jasso.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

10. CONSENT AGENDA

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation, Federal Aviation Administration for the Fiscal Year 2026 Airport Terminal Program Grant and Execute Documents Related Thereto. [Eddie Velarde, Director of Aviation]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation, Federal Aviation Administration for the Fiscal Year 2026 Airport Terminal Program Grant and Execute Documents Related Thereto.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:

AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Authorizing the Mayor to Execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026. [Claudia L. Farias, Director of Grants Administration]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the Mayor to Execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Approving the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-CPO-5687, in the amount of $81,318.30. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember Jason De Leon to Approve the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of

Information Resources (DIR) Contract No. DIR-CPO-5687, in the amount of $81,318.30.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Approving a Memorandum of Understanding Between the City of Edinburg and the Texas Division of Emergency Management for Participation in the State of Texas Emergency Management Assistance Teams Program. [Omar Garza, Fire Chief]

MOTION: Councilmember Jason De Leon to Approve a Memorandum of Understanding Between the City of Edinburg and the Texas Division of Emergency Management for Participation in the State of Texas Emergency Management Assistance Teams Program.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

G. Consider Authorizing the Purchase of New Tires From Goodyear Commercial Tire & Service Centers and T & W Tire, LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Based on Unit Prices as Listed. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of New Tires From Goodyear Commercial Tire & Service Centers and T & W Tire, LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Based on Unit Prices as Listed.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was discussion.

Ramiro L. Gomez, Director of Solid Waste Management stated the original bid went out months ago in a general bid and they only had a couple responses. The tires on this item are the tires that were not bid on in the original bid they had to go out for general pricing from HGAC and those type of contractors just to meet with the request for the extreme service demands and only certain bidders bid on those type of tires.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

H. Consider Authorizing the Purchase of the Headworks Bridge Crane from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24 in the Amount Not to Exceed $92,400.00. [Gerardo Carmona, Jr, P.E., Director of Utilities]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of the Headworks Bridge Crane from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24 in the Amount Not to Exceed $92,400.00.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None

NAYS: None
ABSTAIN: None
The motion to Approve carried.

I. Consider Authorizing the Purchase of Two (2) Non-Potable Pumps From Lewis Electric Motors & Pumps, Inc, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25, in the Amount Not to Exceed $87,567.60. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of Two (2) Non-Potable Pumps From Lewis Electric Motors & Pumps, Inc, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25, in the Amount Not to Exceed $87,567.60.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

11. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

12. EXECUTIVE SESSION

MOTION: Councilmember Daniel "Dan" Diaz to Convene into Executive Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember

Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa convened into Executive Session at 7:09 p.m.

OPEN SESSION

MOTION: Mayor Pro Tem David Salazar, Jr. to Convene into the Open
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session at 8:58 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney regarding pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)
No Action

C. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

D. Discussion and Possible Action Regarding Economic Development Matters - Project Happy Gilmore (§551.071 Consultation with Attorney; §551.087

Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

13. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JANUARY 20, 2026
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:01 p.m.

PRESENT:

Omar Ochoa	Mayor
David Salazar, Jr.	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Councilmember Daniel "Dan" Diaz.
B. Pledge of Allegiance by Councilmember Gerardo Lozano.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on January 13, 2026 at 6:05 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

Mayor Omar Ochoa stated they would be skipping to the City Manager's Report as it was one in the same.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events

- All-America City David Chavana 10K Run/Walk, Fun Run and Miracle Mile
  Myra L. Ayala, City Manger stated they were preparing for the 44th Annual All-America City David Chavana 10K Run/Walk, along with the 25th Annual Fun Run and the 11th Annual Miracle Mile. She the Miracle Mile would take place at 6:00 p.m. on Friday, February 6, 2026, at Richard Flores Stadium and on Saturday, February 7th the 10K would begin at 7:30 a.m. followed by the Fun Run at 10:00 a.m. Ms. Ayala stated Saturday's race would start at the City of Edinburg Parks and Recreation Center located at 315 S Mark Pena Drive. She said the city invites the community to show their support as they honor the legacy and lasting impact of the late David Chavana, who's dedication and service continues to inspire the community. Ms. Ayala stated registration was active online or in person at the Parks and Recreation Center. She said in addition to register for the 10K everyone is invited to join Mayor Ochoa for his Run with the Mayor events at the Edinburg Municipal Park at 8:00 a.m. on Sundays, for more information they can reach out to Mayor Ochoa or follow him on social media for any updates.

  Mayor Omar Ochoa invited everyone to go out and join them on Sundays at 8:00 a.m. he said they have coffee and you do not have to run you can walk for it is all in good fun. He invited everyone to participate in the 10K whether as a spectator cheering on all he runners or as participant of the 10K.

6. PROCLAMATION/RECOGNITION

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

Mayor Omar Ochoa stated the city was honored and happy to be able to recognize the Edinburg School Board during School Board Month. He said they were felt privileged to have members of the School Board present. Mayor Ochoa stated he had to apologize on behalf of the city because unfortunately they did not contact the School Board members to let them know about the proclamation until this afternoon. He said for the School Board members that are not present he would love to go to the next School Board Meeting personally and present the proclamation to them at their meeting.

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ms. Carmen Gonzalez, School Board Member on behalf of the School Board thanked Mayor Omar Ochoa for the good idea of working together to meet the needs of all Edinburg students. She said together they will do what is best for the community.

Dominga Vela, School Board Member stated they do need to work together as a community because everyone has had some part in a school district whether as a student, a teacher, principle or a parent. Ms. Vela stated proudly Mayor Ochoa and Councilmember Jerry Lozano are prodigies of the Edinburg School Distract and she was proud to say that the Edinburg School district produces school, city, and community leaders. She thanked the Mayor and Council for the recognition.

Mayor Omar Ochoa stated he was a very proud product of the Edinburg public schools from Freddy Gonzalez Elementary, the sixth-grade campus, to Memorial Junior High, and Edinburg North High School. He thanked the School Board members for all the sacrifices they make for the kids and for the future.

7. PUBLIC COMMENTS

Pedro Salazar: Mr. Salazar former 2040 and Edinburg Economic Chair stated he would like to acknowledge the residents that spoke at the last meeting they asked good questions. Questions about water, power, health, grid reliability and who pays the bill. He said those are not antitechnology questions they are responsible community questions. Mr. Salazar stated anxiety about datacenters and technology as a whole all over the country, he said the future is coming fast and there are two choices try to stop it or learn to run with it. He stated AI, datacenters, driverless cars, automation, and humanoid robots are no longer science fiction it is happening now, it is happening everywhere and the pace of change is unsettling especially for communities that have historically bore the downside of development without sharing in the benefits.

Fern McClaugherty: Ms. McClaugherty stated she was present to express her concern over the spending, she every twelve month they have a discussion about how the city needs more money but not once has she heard or had a discussion over the financial status of the people. She said the city has advertised for emergency medical transportation, she said the council will decide that they can do the job at a lower cost and it will expand services to another private sector. Ms. McClaugherty stated she personally liked Medcare, and she stands with them. She said she submitted a request for public information concerning the $10 million contribution to DHR for the purpose of creating 300 jobs with a $15 an hour salary, based on the information provided her assumption was that the city handed over the money and no one checked the details. She said the City Council sold $9 million in bonds and they increased the water rate by 67% because they did not have money. Ms. McClaugherty stated families are moving into multi-family housing because every 12 months the city needs more money. She said the American dream does not include multi-family housing, they want a home with a yard and to be able to enjoy their children. Ms. McClaugherty asked the council that they trim the budget.

Ms. McClaugherty: Ms. McClaughety requested an explanation for items Ordinance 9. A and B, she asked what is it and why is it being done.

Maria Pacheco: Ms. Pacheco stated she was present to request action regarding heavy semi-truck traffic on Canton Road she said the vibrations have impacted the homes in her neighborhood. She stated the affects of the vibrations started feeling more noticeable in 2023, in May she contacted the City of Edinburg and was referred to Valentine Sanchez in the Streets Department. Ms. Pacheco stated Mr. Sanchez communicated with her from 2023 to 2024, when he did all, he could do she was referred to Patricia Longoria in the Traffic Engineering Department in June of 2024, where she was dismissed and accused of exaggerating so no investigation or corrective action followed. She stated after that she was advised to contact the Police Department so that they could patrol the area and enforce the speed in the area. Ms. Pacheco stated after several attempts with the Police Department nothing has changed. She stated that in March of 2025, she made contact with Mardoqueo Hinojosa, City Engineer who suggested they put up a cinderblock wall along Canton Road. Ms. Pacheco stated they did as suggested, thinking it would work but it did not.

Mario Salinas: Mr. Salinas stated the Edinburg school distract has been around for more than 100 years and has produced many highly successful community members. He stated in the month of February the school district promotes cancer awareness, on Saturday, January 31, 2026, Edinburg CISD will host the first annual cancer event "Hope in All Colors" at Richard Flores stadium at 4:30 p.m. He stated cancer is so pervasive and the school district wants to be a part of the solution. Mr. Salinas stated the event would bring students, families, staff and the broader communities together for an uplifting, educational evening. He said the evening would start with a preshow performance including a releasing of doves, student performances will lead into the main performance at 6:20 p.m. Mr. Salinas stated the event would be centered on four pillars awareness, early detection, remembrance and unity. He said cancer affect the entire family, the event will create a space honor those currently fighting, remember those lost, and encourage everyone affected.

Ian Alexander Alfaro: Mr. Alfaro, UTRGV Vice President was present in regards to Ordinances item 9. B Amending the Code of Ordinances Chapter 32 Boards, he stated the change would be good not just for the City of Edinburg but also for the University of Texas Rio Grande Valley. He said it would serve to have a student on the Downtown District Board it would be a bridge between the City of Edinburg and UTRGV. Mr. Alfaro thanked Mayor Omar Ochoa for attending their Senate Meeting, he said their meetings are held bi-weekly and welcomed the Council to attend any of their Senate Meetings. Mr. Alfaro stated he looks forward to working together.

8. PUBLIC HEARINGS

Mayor Omar Ochoa opened the Public Hearing for anyone wishing to speak for or against Items A-C at 6:29 p.m.

There being no further comments Mayor Ochoa closed the Public Hearing.

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

Javier Salazar, President of the Parks and Recreation Board stated this is in line with the Parks and Rec master plan and the board asks the Council to consider the approval of requesting authorization to the City Manager to submit a grant application to Texas Parks and Wildlife under the 2026 fiscal year. He said the grant would be the Veterans Retention Pond trail project on the corner of Alberta Road and Veterans Blvd. The project consists of half a mile asphalt walkway that runs the perimeter of the future retention pond that is expected to be completed by the end of 2026. The trail will be safe accessibility for walking, jogging, and bicycling for residents of all ages and abilities. The trail will include ADA compliant accessible ramps, parking, solar lighting, benches, trash receptacles, fencing surrounding the detention pond, bike racks and trail signs. Mr. Salazar stated they feel the area is under served and they the retention pond would improve the quality of life for the residents in that area.

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Parks & Wildlife Department Under the Fiscal Year 2026 Recreational Trails Grant Program for the Veterans Detention Pond Trail Project, and Execute Grant Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

Fern McClaugherty asked for an explanation for the request is it a sign and if so does it meet all the regulations.

Ismael Reyes, Owner and Operator he stated they are trying to add a LED wall but a city ordinance only allows for 50%. He said they would like to add the LED sign on their business wall displaying their menu and just advertisement in general. Mr. Reyes stated they recently remodeled their business and they own the adjacent property and they feel that an LED sign would give the area a nice vibe. He is the square footage is too much they could cut it and lift the panel about four feet to make it the 20ft. The sign would not face the street it would be perpendicular with the traffic. off the ground.

Mayor Omar Ochoa stated your request is not really a flat wall it is more like a hexagonal corner and you would add the LED on a panel.

Councilmember Daniel "Dan" Diaz stated that would be one of the concerns if it faces the traffic the brightness sometimes blinds the drivers.

Jaime Acevedo, Director of Planning & Zoning stated the variance request is because the city allows for a sign to cover only 50% of a wall and this sign would be 8ft. by 21ft. which would cover the entire wall. He said if they put the sign on the larger wall, he would not need a variance.

Mayor Omar Ochoa stated under a variance he could cover half of the larger wall and that would be bigger than the sign he is requesting now. He said there has to be a better anchor for these LED restrictions like the size, total square footage, brightness there has to be a better way than just wall coverage. Because he can take a huge wall and put a much lager sign and not require a variance and it would be an eyesore, brighter to the traffic and it just sounds like the LED sign requirement needs to get tweaked so that it is more practical.

Mayor Omar Ochoa stated he is normally not in favor of variances but when there is a rule that does not make sense and a variance comes because the rule does not make sense, what needs to be done is revise the rule and this particular item is pretty clear that the rule needs to be revised.

Councilmember Daniel "Dan" Diaz asked what happens if these LED lights become a nuisance to traffic and it has been approved.

Jaime Acevedo, Director of Planning & Zoning stated they are making amendments to the Unified Development Code and this is one they will be changing. He said even if an LED sign is approved there are still certain criteria, they must follow one of those is the brightness, and there are certain state regulations that must be followed when it comes those signs.

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve the Sign Variance Request to the City of Edinburg Unified Development Code Article 4, Section 4.302, E. Changeable Copy Standards, Being Lot 19, El Seco Subdivision, Located at 3703 Nadia Lane, as Requested by Complete Signs LLC.

SECOND: Councilmember Jason De Leon

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Ordinance Providing for the Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours, Being Lots 1 And 2, Edinburg Original Townsite, Block 251, Located At 300 E. University Dr. Suite 3, as Requested by Hugo A. Olvera.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

9. ORDINANCES

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Consider Ordinance

Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV Land Usage, Chapter 150 General Provisions; Adding Section 150.08 Edinburg Thoroughfare Plan.
SECOND: Councilmember Gerardo Lozano

There was discussion.

Tomas D. Reyna, Assistant City Manager stated this is part of the comprehensive plan, this is how the city determines the amount of right of way throughout the city for each individual road. He stated in the past the Hidalgo County MPO would take care of the thoroughfare map, the city would submit to them and it would have to get approved by the county. Once they become the Rio Grande NPO they could no longer govern local governments and designate right of way land. Mr. Reyna stated this is something the city needs to maintain to accurately plan for the future. He said one of the big things with this is if someone does need a variance that proposes the change of a right of way, they would have to have a public meeting and then it would come back to the Council approval.

Omar Ochoa, City Manager stated the ordinance it to approve the thoroughfare plan that is included, prior to today the Metropolitan Planning Organization were the keepers of the thoroughfare plan including the City of Edinburg's throughfare plan. And the point of the thoroughfare plan is to designate certain streets either as major arterial or regular streets and that helps to plan how big the streets are going into the future to know what to expect for future development along those streets. And after the review from the federal highway administration, they determined that the MPO was not the proper organization to hold the thoroughfare plans because they cannot actually enforce the Planning and Zoning rules and as a result the City of Edinburg has to take that thoroughfare plan back and adopt it as the city's. Mayor Ochoa stated and the city is not making any changes they are just taking back the MPO's thoroughfare plan, the document that has existed with the MPO, the Council is taking and approving that today. He said that being the case he did notice there is a lose requirement that the city review the thoroughfare on occasion but there is no actual timeline and his mind set is if they have a master plan it needs to be regularly reviewed and not just left to chance. Mayor Ochoa state he thinks five years is a good minimum standard and he would like to include a requirement that at a minimum the city has to review comprehensively the thoroughfare plan every five years.

Tomas D. Reyna, Assistant City Manager stated that could be done they would just need to amend the motion add that to the ordinance run it through legal and get it signed with approval.

Mayor Pro Tem David Salazar, Jr. amended his motion.

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV Land Usage, Chapter 150 General Provisions; Adding Section 150.08 Edinburg Thoroughfare

Plan with the added requirement that the city review the Thoroughfare Plan at least every five years.
SECOND: Councilmember Gerardo Lozano

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 32 Boards, Councils, Commissions And Committees, Section 32.43 Downtown District Steering Committee, by Adding Subsection (A)(1) to Section 32.43.
SECOND: Mayor Pro Tem David Salazar, Jr.

Mayor Omar Ochoa stated the Downtown Steering Committee is a seven-member committee created by the city back in 2024, tasked to give the city input as to the downtown development. He said to him that is a prime area to have student input with UTRGV being down the street, students wanting to have cultural entertainment, an arts district downtown and it seems a like a good platform to have a student voice formally on a city committee to provide the student prospective on what downtown should be.

Fern McClaugherty stated it is wonderful to have the young people's input but she does not want the downtown area to turn into McAllen, many times people do not think about the dangers.

Mayor Omar Ochoa stated it is only one out of the seven members, and the Steering committee does not have any formal authority to approve the type of businesses, or issue permits it is an advisory committee to the city.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:

AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
The motion to Approve carried.

10. APPOINTMENTS

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Remove Roland Gomez and Appoint Bobby Garcia to the Airport Advisory Board of South Texas International Airport of Edinburg.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

11. CONSENT AGENDA

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

MOTION: Councilmember Jason De Leon to Approve Authorizing the Approval of an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of Fifteen (15) Portable Radios and Accessories from Motorola Solutions Connectivity, Inc. through the Helping Governments Across the Country Buy (HGACBuy) Cooperative Agreement Contract No. RA05-21 using FY 2026 Office of the Governor Criminal Justice Grant No. 5357001 funds in the Amount of $98,836.80.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve Authorizing the Renewal of the City of Edinburg's Immutable Backup System Through Freeit Data Solutions Via Department of Information Resources (DIR) Contract No. DIR-CPO-5330, in the Amount of $44,863.56.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve the Renewal of a Three (3) year Google Workspace Email Services From SHI GS Through Department of Information Resource Contract No. DIR-CPO-5438, in the Amount of $184,803, Annually.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve the Quarterly Investment Report for the Period Ending December 31, 2025, Pursuant to the Public Funds Investment Act (PFIA).
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:

AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve the Agreement for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail with Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Execute Any Related Documents Thereto.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve the City Council Minutes for the following: 2025 Regular Meetings: November 05, 2025, November 18, 2025, and 2025 Special Meetings: October 21, 2025, and November 12, 2025.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel

"Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

12. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
Mayor Omar Ochoa directed staff to make contact with Maria Pacheco regarding her Public Comment.

13. EXECUTIVE SESSION

MOTION: Councilmember Daniel "Dan" Diaz to Convene into Executive Session.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa convened into Executive Session at 6:51 p.m.

OPEN SESSION

MOTION: Mayor Pro Tem David Salazar, Jr. to Convene into the Open
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None

ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session and stated no action was taken in Executive Session at 8:37 p.m.

A. Consultation with City Attorney regarding pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing an Agreement on the terms and conditions as discussed in Executive Session.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)
MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the acquisition of Real Property as presented in Executive Session and to authorize and direct the City Manager to effectuate all instruments, agreements, and documents necessary to accomplish the acquisition of the property in accordance with the terms and conditions as presented in Executive Session.
SECOND: Mayor Pro Tem David Salazar, Jr.

Mayor Omar Ochoa stated the only caveat that he would add is if there is a final agreement that the Council has not reviewed the Council should review it before that is signed.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Discussion and Possible Action Regarding Economic Development Matters- Agreement with EDC regarding Ebony Hills Development Project-Project Workforce Resource Center. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve an agreement with the EEDC related to Project Komida on the terms and conditions as discussed in Executive Session.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

14. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
MARCH 5, 2026
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:00 p.m.

PRESENT:

Omar Ochoa	Mayor
David Salazar, Jr.	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Sr. Pastor Dr. David Alexander, First Baptist Church.
B. Pledge of Allegiance by RGV Flames 11U Black Volleyball Team.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on February 26, 2026 at 5:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

Mayor Omar Ochoa stated the Hometown of Heroes 6th Annual Half Marathon was scheduled for the weekend. He said they had the unveiling of the 13 Hometown Heroes that will be honored at each of the mile markers. Mayor Ochoa stated they invited each of the honorees and their family to come out and celebrate with everyone, by being present at their mile mark. He stated they will have a 10K for anyone who does not want to run the half marathon.

Ronnie Larralde, Executive Director Edinburg Chamber of Commerce stated Fiesta Edinburg is set and ready to go, with the carnival set to start Thursday, March 5th. He said it is a four-day event taking place at the Bert Ogden Arena. He thanked the City of Edinburg, the EEDC, all the business and especially Bert Ogden for all of their continued support. Mr. Larralde stated during the four days, the carnival will is set from Thursday through Sunday, he said on Friday they will have many food and craft vendors, Lucha Libre, Contacto Animal, dino show and a lot of local musicians, a lot of entertainment for everyone. The admission to the fiesta grounds was $7.00 for anyone ten and older. Inside the arena on Friday headlining is Rand Rogers Band and Saturday, the fun will start all over again with the same fees and ending with Palomazo. Mr. Larralde stated you do not have to leave Edinburg for quality entertainment, he invited everyone to come out to Fiesta Edinburg.

Mayor Ochoa thanked Mr. Larralde and the Chamber of Commerce for everything they do including the 57th Annual Fiesta Edinburg. It is a very proud tradition he invited everyone to come and take part in the festivities.

Maribel Velasquez, Edinburg Municipal Court Administrator stated they started their amnesty program on February 23, 2026, and it will go through April 30, 2026. She invited anyone that has citations pending to take the opportunity as they are waving the fees and they would only have to pay the original offense fee. Ms. Velasquez stated if they cannot pay the full amount, they are able to make payment arrangements. She said they also have the outreach docket, the mobile court on Friday, March 6, 2026, from 2:00 p.m. to 6:00 p.m. The staff and the judge will be there at El Tule located at 700 S. Veterans Blvd.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events

- Hometown of Heroes 6th Annual Half Marathon
- Edinburg Municipal Court Amnesty Program and Mobile Court

6. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing Juan Jose Flores, Systems Manager,

Utilities/Systems Department, for his 35 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mr. Juan Flores thanked the Mayor and Council for the opportunity to serve the great City of Edinburg. He thanked Mr. Gerardo Carmona, Arturo Martinez, Tom Reyna, Jay Saenz, City Manager Myra Ayala and all of the departments and staff members he was blessed to worked with.

Gerardo Carmona, Utilities Director stated after 35 years of outstanding and dedicated service with the Utilities Department Mr. Jay Flores has retired. Throughout his career he worked his way up the ranks to Systems Divisions Manager, he was dual certified in both water and sewer. Mr. Carmona stated Mr. Flores was responsible for managing 52 employees and overseeing 487 miles worth of waterlines, and 402 miles worth of sewer lines, most importantly he helped ensure residents received water and sewer services. He said the position came with many late calls, responding to water leaks and sewer issues at any given hour through the year. Mr. Flores's dedication and commitment helped the city run smoothly and ensured the community was well served. Mr. Carmona stated for many engineers and staff members Mr. Flores was the go-to person for anything related to the City's utility infrastructure. His knowledge, experience, and willingness to help made him an invaluable resource to the city. Mr. Carmona thanked Mr. Flores for his many years of service and dedication and stated although he will be greatly missed, they wish him the best in the new well-deserved chapter in his life.

Tom Reyna, Assistant City Manager stated Mr. Flores was very invaluable to the City of Edinburg so much so that his nickname was the "main frame". Mr. Reyna stated when he first started working in Public Works he encountered a sink-hole. When he had to find the water and sewer, he was told to call Jay. Mr. Reyna stated he called Jay and told him, he was at 18th Street and Ebony. Jay asked if the palm tree was still on the corner, if it was it was about three feet to the left six feet down, that is how knowledgeable he is. Mr. Reyna stated Mr. Flores also taught him the requirements of the different areas, he will be greatly missed and he was indeed a great asset to the City of Edinburg.

Mayor Omar Ochoa thanked Mr. Flores for his decades of service and he thanked the family because it does make an impact on everybody when you are on call all the time because water and sewer services are so vital. Mayor Ochoa thanked them for all the scarifies they made during the great service to the city.

B. Presentation of Proclamation Recognizing Joel Pulido, Police Officer 3, Police Department, for his 28 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mr. Pulido stated he never imagined himself in this position, as a young new officer his only focus was to do his job right, stay safe, and go home every day. He said one thing he took great pride in was instilled in him by his parents and his older brother, customer service and to always serve the city well. Mr. Pulido stated there are many adventures in law enforcement during his career. He worked 26 murder cases of which all were investigated, went through the courts and were solved with a guilty verdict. He is proud because he feels it gives the family of the victims some closure. He thanked his wife for all of her support and he thanked the City of Edinburg and stated he was proud to have been part of a great city.

Mayor Omar Ochoa thanked Officer Pulido for all of his years of service and stated the four time All America City of Edinburg is what it is because of employees just like Mr. Pulido. He thanked the family for allowing Officer Pulido to help make a true difference in the community's safety.

C. Presentation of Proclamation Recognizing the RGV Flames 11U Black Team for winning 1st place at the 7th Annual Capelli 210 Countdown Classic Tournament in San Antonio. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mayor Omar Ochoa thanked the RGV Flames 11U Black Team for leading the meeting in the Pledge of Allegiance, he said they do not do that often but he would imagine that the number one volleyball team in the state is good on their feet.

Charlie Lopez stated he was very proud of the 11U Black Team for being first in the state. He said they have been in existence for about 16 years, they have twelve traveling teams and they provide different service to the community ages six to eighteen years old. Mr. Lopez thanked the Mayor and Council for the recognition he thanked Coach Alexa Beltran for her hard work.

Mr. Alex Rios stated he would like to point out that the girls are from the Parks and Recreation sports the City of Edinburg provides. He said three of them since the ages of 3/4 and others that did not know that they would fall in love with the sport. This goes to show that sport activities the city offers makes a difference.

Mayor Omar Ochoa thanked the RGV Flames 11U Black Team for putting Edinburg on the map, showing the rest of the state the talent down here.

7. PUBLIC COMMENTS

Daniel Hernandez: Mr. Hernandez stated he was present as a follow up from a previous concern he brought forth last year on storm water pollution plan inspections. He said the moved down from Houston and realized the city was not implementing inspections for storm water. Mr. Hernandez stated he had a conference call with Public Works, the City Engineer, the Swift Inspector, one of the City Managers, and the HOA Director where

they were informed that swift only applied to commercial plots and their lots did not qualify. He said he filed a complaint to the Texas Environmental Quality who did have a discussion with the City of Edinburg. The city did agree that they should implement inspections on lots that are smaller than one acre but are located in a big subdivision. Mr. Hernandez stated that he was glad that the city is inspecting and keeping the storm and sewer drains clean of debris. He thanked the permits department for doing a good job dealing with the builders.

Diane Teter: Ms. Teter stated she lives, visits and shops in downtown Edinburg and she has repeatedly heard dissent about the downtown parking garage. She asked to consider how many people can buy a house outright and not take out a mortgage. She said municipal bonds work the same way, they let a city invest today on infrastructure that will serve the community for decades while spreading the cost fairly over time through interest payments. Ms. Teter stated the downtown parking garage is that kind of long-term investment, as Edinburg grows it is drawing in more people than ever. She said the parking garage is not just a place to park it is an economic engine, more parking means higher event attendance, stronger sales tax revenue and more foot traffic for the businesses that anchor downtown. Ms. Teter stated by using bonds the city is making a smart forward-looking investment that strengthens economic and cultural core. Ms. Teter stated Edinburg residents are facing a steep rise of about 67% on their water rate over the next five years. To lessen the budget strain Edinburg's phased approach spread the burden over time. She said as the water becomes scarcer and state actions on the Rio Grande that including barrier installations raise concerns about long term river management the real question is how Edinburg ensures essential services remain reliable and affordable while planning for long term water security. Ms. Teter stated across the valley every city is confronting the same pressures, hotter summers, a shrinking river, flows and rising treatment costs, the city must invest and think about the future. Ms. Teter stated it was uplifting to see the Supreme Court Justices come to UTRGV for the hearing of the arguments on the Open Beaches Act.

Saul Chavez: Mr. Chavez stated he was present with Team Mario to invite everyone to the 11th Annual Super Hero 5K for autism awareness and Buddy Fun Walk on April 11, 2026, at the Edinburg Municipal Park from 5:00 p.m. to 9:00 p.m. He said the event help raise autism awareness and celebrates the community, family, friends and supports will enjoy a fun evening of walking, running, music and community.

Jase Riner: Mr. Riner, Team Mario stated the Super Hero 5K autism awareness and Buddy Fun Walk will have tons of resources and many agencies to share information with the community. Mr. Riner invited everyone to go out and join them. He said the Star Wars and Special Forces will be there, and they encourage individuals with autism, parents, teachers, providers, and the entire community to go out and meet them.

Benny Salinas III: Mr. Salinas, Team Mario invited everyone to join them he stated they would have free goodies and activities for everyone. Mr. Salinas stated if anyone was interested in participating in the 5K or the Buddy Fun Walk they could register at

www.teammario.org. He said they would be honored to have everyone join them in the help to support autism awareness.

8. ORDINANCES

Mayor Omar Ochoa stated items A, B, C and D were similar ordinance request of special use permits for long standing events and he would entertain a motion to approve items A-D.

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I-69 C, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Gerardo Lozano to Approve Ordinance Providing for a Temporary Special Use Permit for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I-69 C, as Requested by Edinburg Chamber of Commerce.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance Providing for a Temporary Special Use Permit for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, Located at 1102 West Trenton Road, as Requested by Kassandra Rodriguez, Representative of South Texas Health System Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Gerardo Lozano to Approve Ordinance Providing for a Temporary Special Use Permit for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, Located at 1102 West Trenton Road, as Requested by Kassandra Rodriguez, Representative of South Texas Health System Children's Hospital.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Ordinance Providing for a Temporary Special Use Permit for the "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026, and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Eduardo Gamino, on Behalf of Sacred Heart Church Edinburg. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Gerardo Lozano to Approve Ordinance Providing for a Temporary Special Use Permit for the "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026, and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Eduardo Gamino, on Behalf of Sacred Heart Church Edinburg.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Ordinance Providing for a Temporary Special Use Permit for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company

Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Gerardo Lozano to Approve Ordinance Providing for a Temporary Special Use Permit for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Ordinance Providing for the Voluntary Annexation of a 0.918 Acre Parcel Out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, Located at 1099 E. FM 2812, as Requested by Box Family Limited Partnership, LTD.
SECOND: Councilmember Jason De Leon
There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

9. VARIANCES

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

MOTION: Councilmember Daniel “Dan” Diaz to Approve Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase II Subdivision, Being a Subdivision of 16.701 Acres Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, According to the Plat Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4498 La Sienna Pkwy, as Requested by Melden & Hunt, Inc.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was discussion.

Jaime Acevedo, Director of Planning and Zoning stated the variance is for the side setbacks they want to be at 5ft. instead of 6ft. for two subdivisions that are side by side at La Sienna Pkwy.

Marlon Garza, Melden & Hunt, Inc. stated they are requesting a 5ft. setback instead of a 6ft. as previously presented for phase 1. He said the larger homes go into the 6ft setback by like half a foot so they are wanting to comply and be within the 5ft. setback. Mr. Garza stated it would not be on all the lots there are a select few but it was just easier to do a blanket variance on the entire subdivision phase 2 and phase 3.

Mayor Omar Ochoa stated they had previously requested for this enlarged home variance for phase 1. Mayor Ochoa asked if they had already requested other variances for this particular development.

Marlon Garza said they requested the same variance for phase 1 and phases 2. Phase 3 has the same model homes for the entire subdivision and they just want to match all three phases. He said they had previously requested the block length variance and the rear setback variance.

Jaime Acevedo stated Planning and Zoning approved but staff recommended denial because once you have the homes so close together the eaves come even closer adding to the potential for a fire to spread from one home to the other is there.

Mayor Omar Ochoa stated his concern is safety he said they have the rules for a reason. He said the 5ft. setback is already pretty narrow and that is something that was already revised in the recent UDC revisions.

Omar Garza, Edinburg Fire Chief stated if the variance is approved, they would recommend, that if they do reduce the separation of homes that the eave be protected. He said by building code they can do it by using limited combustible materials on that eave part of the home. Chief Garza stated if the variance is approved, they would still have to comply to the building code, so the part that over hangs that 12ft separation would have to be fire rated.

Mayor Ochoa asked if that would reduce the concerns of the spread of fire but not eliminated. He said being truly transparent this is concerning because there is an easier spread of fire. Mayor Ochoa asked Fire Chief Garza how concerning this was to him and if this is something that would be eliminated with special building materials.

Chief Garza stated it is not completely eliminated but it does help reduce the spread of fire from one home to another. Obviously, there are many other things that come into factor like wind speed, the way the fire started, the faster the fire departments get there, the hydrants but it is not a failsafe.

Mayor Omar Ochoa asked if this was something the Planning and Zoning was planning to revise in the UDC of setting the setback even smaller than the 5ft.

Mr. Acevedo stated in the initial talk the consensus has been to leave it at 6ft. and not reduce it any further. He said there are other zone types that they could apply for like the townhome zone which currently allows for a 5ft. or reduced setback is fire rated on the sides but in residential zones they want to keep it at 6ft. for the safety factor.

Councilmember Daniel “Dan” Diaz said townhomes and apartments allow the 5ft. setbacks as long as they are fire rated, what are the setbacks other cities allow? Mr. Acevedo stated townhomes zones allows the 5ft. setback and some apartments allow the reduced setback as long as the eave is fire rated. Most cities follow the 6ft. setbacks.

Mayor Ochoa asked is there really a market desire for homes being so close, why would anyone want for their neighbor to be so close that they could see each other in their homes.

Mr. Acevedo stated he could not answer that but he would say that those particular lots the roads are serpentine roads making the lots irregular so the setbacks would not be 10ft all the way through because the lots flare open making it 10ft in some areas and greater in other areas.

Councilmember Jason De Leon stated the state made some changes as far as the size of a home that could go into a lot.

Mr. Acevedo stated that was NFPA fire code that says the homes have to be a minimum of 10ft apart.

Councilmember Daniel “Dan” Diaz stated the reason for the variance is due to the uniqueness of the roads, because if it was a straight cookie cutter line then the homes would be smashed close together. He asked are the people that purchase the homes advised that variances were requested for smaller lot sizes and they are closer to one another.

Mr. Acevedo said he saw a layout on how some of the homes would be situated and they are going to be close in some areas but for the most part they are spread out.

Mayor Omar Ochoa stated all of this has been helpful but the safety concern is still there it is not being eliminated by using different material and this is not something they are looking to revise for the long term. He said he does not think this is a variance worthy of being granted if one it is not the type of variance, they would apply generally in the UDC revision.

Jacob Garlick stated there is no set forth guidelines saying they applied for any variances, but these meetings are public and they could always go back and view the agendas of what was requested and what was done. He said the setbacks are really for the overhangs on the cove designs for the pinched corners most of the homes are far apart except for those corners. He said they do understand the safety concerns and if there truly was a safety issue with those houses, they would move forward towards preventing.

Mayor Ochoa asked the issue with the overhang is it a common design?

Jacob Garlick stated it was the developers trying to maximize the use of their footprint, and it was with the overhang that they were running into the issue of the setback and they are trying to fall within that footprint and meet the minimum 10ft. between each house.

Mayor Ochoa stated so why not just making the house a little smaller, if a foot is not the big of a deal, then reduce the house by a foot.

Jacob Garlick stated if this is going to be strong stance from the city moving forward for future developments, they will replan for that, it is just a little unfortunate that they have setup that way in the current development because they went based on what was approved for phase 1.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: Mayor Omar Ochoa
ABSTAIN: None
The motion to Approve carried.

B. Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.102 Lot and Design Standards, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase III Subdivision, Being a 12.364 Acres Tract of Land, Out of Lots 51 and 52, Santa Cruz Ranch Subdivision, Volume Z, Page 161, Hidalgo County Map Records, City of Edinburg, Hidalgo County, Texas, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Variance Request to the City's Unified Development Code, Article 3,Section 3.102 Lot and Design Standards, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase III Subdivision, Being a 12.364 Acres Tract of Land, Out of Lots 51 and 52, Santa Cruz Ranch Subdivision, Volume Z, Page 161, Hidalgo County Map Records, City of Edinburg, Hidalgo County, Texas, as Requested by Melden & Hunt, Inc.
SECOND: Councilmember Gerardo Lozano

Mayor Omar Ochoa stated this is the same request just a different phase the first phase was approved in a previous meeting, phase 2 was just approved and now this is phase 3.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: Mayor Omar Ochoa
The motion to Approve carried.

10. ECONOMIC DEVELOPMENT

A. Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000.00 as Requested by the Edinburg Chamber of Commerce. [Raudel Garza,

EEDC Executive Director]
MOTION: Councilmember Jason De Leon to Approve the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000.00 as Requested by the Edinburg Chamber of Commerce.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried

11. CONSENT AGENDA

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D) and removing Appendix Structural Organizational Charts. [Erica A. Balli, Director of Human Resources/Civil Service]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D) and removing Appendix Structural Organizational Charts.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to Amend an Agreement Between the City of

Edinburg and Waukesha – Pearce Industries, LLC, for the Bi-Annual Maintenance Service Agreement for City Wide Generators, to Include the Amended List of Generators at the Unit Listed Price, to Renew for One (1) additional year and Execute All Documents Relating Thereto. [Vincent Romero, Public Works Director]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Waukesha – Pearce Industries, LLC, for the Bi-Annual Maintenance Service Agreement for City Wide Generators, to Include the Amended List of Generators at the Unit Listed Price, to Renew for One (1) additional year and Execute All Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 Service. [Jaime Ayala, Police Chief]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 Service.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law (S.B. Number 1074). [Jaime Ayala, Police Chief]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of The Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of The Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) and Execute Documents Related Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the

Office of the Governor Under the Fiscal Year 2027 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

G. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project and to Execute all Grant Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

H. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Water Resource Feasibility Study and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Water Resource Feasibility Study and to Execute all Grant Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

I. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the North Booster Station Upgrades Phase 1 Project and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the North Booster Station Upgrades Phase 1 Project and to Execute all Grant Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None

NAYS: None
ABSTAIN: None
The motion to Approve carried.

J. Consider Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters, as a Sole Source purchase, from Aguaworks Pipe & Supply, LLC., for an Amount Not to Exceed $49,920.00, Funded Through the Community Development Block Grant Program (CDBG), Grant No. B-25-MC-48-0503, and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters, as a Sole Source purchase, from Aguaworks Pipe & Supply, LLC., for an Amount Not to Exceed $49,920.00, Funded Through the Community Development Block Grant Program (CDBG), Grant No. B-25-MC-48-0503, and Execute Any Documents Related Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

K. Consider Authorizing the Repairs to the Existing Bulk Chemical Containment Walls at the Downtown Water Plant from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 730-24 in the Amount Not to Exceed $54,350.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Authorizing the Repairs to the Existing Bulk Chemical Containment Walls at the Downtown Water Plant from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 730-24 in the Amount Not to Exceed $54,350.00.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

L. Consider Awarding RFP No. 2026-004, Drug and Alcohol Testing Services, to DTM Laboratories, LLC. and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto. [Erica A. Balli, Director of Human Resources/Civil Service]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Awarding RFP No. 2026-004, Drug and Alcohol Testing Services, to DTM Laboratories, LLC. and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

12. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

13. EXECUTIVE SESSION

MOTION: Councilmember Gerardo Lozano to Convene into Executive Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa convened into Executive Session at 6:55 p.m.

OPEN SESSION

MOTION: Mayor Pro Tem David Salazar, Jr. to Convene into the Open
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session at 8:05 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. 1. Sugar Road Detention Project. 2. 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.)
No Action

D. Discussion of Duties, Responsibilities, Remuneration, and Possible Action Regarding Appointment of the City Attorney. (§552.074 Personnel Matters and §551.071 Consultation with Attorney; Closed Meeting).
Mayor Omar Ochoa stated Josephine Ramirez, City Attorney will be taking a position with the County, he said they hate seeing her leave but do wish her the best in her new position. He thanked Ms. Ramirez for her service. Mayor Ochoa stated they were lucky to have a great Deputy City Attorney in whom the city has confidence in him to assume the role of Interim City Attorney.

MOTION: Councilmember Gerardo Lozano to Appoint Ben Alonzo as Interim City Attorney to be effective April 3, 2026, and to Authorize the City Manager to enter into a contract with Mr. Ben Alonzo to serve as Interim City Attorney.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Councilmember Daniel "Dan" Diaz thanked Mr. Alonso for all his hard work and for willing to taking on the task when you have seen the work load.

E. Discussion and Possible Action Regarding Economic Development Matters. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

14. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
MARCH 17, 2026
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:00 p.m.

PRESENT:

Omar Ochoa	Mayor
David Salazar, Jr.	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

Jason De Leon	Councilmember Place 2

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Sr. Pastor Dr. David Alexander, First Baptist Church.
B. Pledge of Allegiance by RGV Flames 11U Black Volleyball Team.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on February 26, 2026 at 5:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

- 6th Annual Edinburg Community Health Fair
  Mayor Omar Ochoa stated the 6th Annual Edinburg Community Health Fair would be held in the upcoming weekend at the Sekula Library from 11:30 a.m. to 2:30 p.m.
- 14th Annual Rio Grande Valley Regional Dance Competition
  Mayor Omar Ochoa stated the dance competition was open to the public on Friday, March 27, 2026, at the ACE Center.
- 20th Annual The Big Squeeze
  Mayor Omar Ochoa invited everyone to the Big Squeeze on Saturday, March 28, 2026, from noon until 9:00 p.m. at the ACE Center.
- 6th Annual Outdoor Expo
  Mayor Omar Ochoa stated on Saturday, March 28, 2026, the Outdoor Expo is a good opportunity to take kids out for some family fun at the Edinburg Municipal Park. With a fishing tournament from 8:00 a.m. to 12:00 p.m., local vendors, delicious food, raffles, and plenty of outdoor attractions for everyone to enjoy.
- 45th Annual Easter Egg Hunt
  Mayor Omar Ochoa invited everyone to come out to the 45th Annual Easter Egg Hunt with multiple fields of egg hunting for the entire family. He said this huge event is free of charge it will be held at the Edinburg Municipal Park on Thursday, April 2, 2026, from 6:00 p.m. to 8:00 p.m.

5. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing March 2026 as Theatre in Our Schools Month, as Requested by Jose JT Gonzalez, RVHS Thespian President. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Jose Gonzalez thanked the Mayor and Council for honoring Theatre in Our Schools Month. He said theater is often seen as something that happens after the bell rings or behind the curtain but for many students that is where they find their voice, confidence and their purpose. For many, theatre is also a place of belonging it is a place where they feel safe to express themselves, take risks and grow into young confident adults. Mr. Gonzalez stated the proclamation did not just recognize an art form, but the impact theatre has on student's wellbeing and academic growth and community connection.

Mayor Omar Ochoa stated Mr. Gonzalez's acting training has helped him with his public speaking. He thanked him for his leadership, for stepping up and for requesting the proclamation.

6. PUBLIC COMMENTS

Rabbi Asher Hecht: Mr. Hecht thanked the Council for recognizing March 29, 2026, as

Education and Sharing Day in the City of Edinburg. He read the proclamation aloud.

Fern McClaugherty: Ms. McClaugherty stated the people do not want the Council to take any action that will increase their taxes. She said every 12 months the Council produces a budget that is higher than the last one and it includes things the people do not want. Ms. McClaugherty stated they do not want the city to sell bonds, or vote to support the existing Appraisal District Board Members, they want to the people to vote for them. She said they do not want the city to give money or invest in private businesses. Ms. McClaugherty asked that everyone continue praying for Israel and the United States.

Fern McClaugherty: Ms. McClaugherty would like an explanation on 9A it is a location and she would like to know where it is at and how many homes or businesses are in the area. She requested 12B be explained to the public because she got a phone call asking when the COVID money runs out.

Cash and Rosie Silva: Mr. Silva thanked the Mayor and Council for keeping Stephen F. Austin safe by fencing in Fountain Park with the school allowing them to have a bigger play area. Ms. Silva thanked the Mayor and Council for listening to their concerns and for partnering up with the school district and allowing the 300 plus student to safely enjoy the park's play areas.

Diane Teter: Ms. Teter stated water is the most urgent reality shaping Edinburg's future. She stated water is the limiting factor for growth, public safety, and long-term stability yet the state's policies and some of the local land use decisions are putting the city at risk. Ms. Teter stated rezoning requests are being approved at a rapid pace often converting open land that naturally absorbs storm water into dense development. She said every acre they pave increases runoffs, strains the drainage system, and reduces the land's ability to buffer floods. Every new subdivision, apartment complex, and commercial project is a long-term demand to a water supply that is already stretched thin. Over development without guaranteed water is not planning it is wishful thinking. Ms. Teter stated the state's 3.5% cap on annual property tax revenue growth restricts the funding cities need to maintain and upgrade water systems. Treatment chemicals, pipe replacement and regulatory compliance all rise far faster than that 3.5%, yet the state keeps enforcing the cap and telling the cities to make it work. She said the City of Edinburg cannot keep approving rezoning and paving over flood absorbing land while the water supply shrinks, water must come first because no amount of development can outrun a dry river. Ms. Teter commended city staff for the suggestions for the development variances.

Lauro Garza: Mr. Garza, Director of the Special Olympics Texas for the Rio Grande Valley was present to request a temporary special use permit for their annual spring games. He said they put together an event for children and adults with intellectual disabilities. Mr. Garza stated nearly 2000 participants come to participate in track and field. He said it is a great event that brings the entire community together. He said on

April 8, 2026, they will have the Athlete Celebration, a parade of athletes and their most exciting event the relays. Mr. Garza invited everyone to come out from 5:30 p.m. to 8:30 p.m. he said it is a very important way to show inclusion for everyone in the community. He thanked the city for all their support particularly the Parks and Recreation Department.

Obed Montoya: Mr. Montoya stated the street project on Shalom Dr. and Alberta Road is not completed and the Council needs to address this.

Ricardo Gomez: Mr. Gomez stated water is necessary for public stability, he would like the City of Edinburg to consider public showers be added to already existing infrastructures like the Municipal Pool, to help those that are homeless. He said a good clean appearance is essential for job interviews and for good health.

7. PRESENTATION AND REPORTS

A. Presentation of the Annual Comprehensive Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2025. [Ascencion Alonzo, Director of Finance]

Alfred Vera, Cascos & Associates, PC thanked the Mayor and Council for allowing them to conduct the audit. He thanked Mr. Alonzo and the Finance Department staff for all of their help providing them with all the information and documents needed to complete the audit.

Roel Cantu, Cascos & Associates, PC stated this year the City of Edinburg earned a modified opinion meaning the financial statements represented fairly in all materials respects for the governmental activities, business type activities, component units, each major fund, and all the aggregate remaining funds. He said it is the cleanest and most favorable opinion an entity can receive. Mr. Cantu stated that during their testing of internal controls they did not find any significant deficiencies or material weakness, however due to the limited scope of testing significant deficiencies or material weakness may still exist. Mr. Cantu stated that during their testing of federal programs they did not find any significant deficiencies or material weakness in Internal controls and all the grants they did test were in compliance with the requirements of the Office of Management and Budget (OMB) Compliance Supplement. He said the City of Edinburg has $28,487,000 of unassigned fund balance in the general fund, those are funds that have no restrictions and can be used for any one-time projects like the purchases of new phones, desks, microphones. Generally, it is advised that an entity does not use those funds but it is there and can be used as an emergency fund. Mr. Cantu stated the city earned $83 million in revenues; he said the expenditures are $87,911,000 meaning it takes $240,853 to operate daily. With the amount in the unassigned fund balance the city could operate 118 days with no revenue coming in. He said it is recommended that a city have funds to operate 70/90 days so the City of Edinburg is financially healthy.

Ascencion Alonzo, Director of Finance, thanked Mr. Vera, Mr. Cantu, Cascos & Associates and his staff for all of their work. Mr. Alonzo said as stated the City of Edinburg is financially sound.

Councilmember Daniel "Dan" Diaz thanked Ascencion Alonzo, Director of Finance and his staff for all of their hard work.

Mayor Pro Tem David Salazar, Jr. stated with 118 days compared to last year's, obviously the city is showing improvements and he would like to thank the Finance Department for their work. He said each of the Council got elected to move Edinburg forward and that increase is a great example of what they are doing.

Mayor Omar Ochoa stated the Finance department in conjunction with city management has done a fantastic job to make sure the city remains on a strong financial footing. He said the audit is legally required to be completed by a certain time to avoid fines, he thanked Cascos & Associates because the audit was completed on time. Mayor Ochoa stated the annual comprehensive report are the details of what the city's fund balances are and what the money is spent on. He said this report is available online for anyone who would like to download and review for themselves.

8. PUBLIC HEARINGS

Mayor Omar Ochoa opened the Public Hearing for anyone wishing to speak for or against Items A and B at 6:45 p.m.

There being no further comments Mayor Ochoa closed the Public Hearing at 6:59 p.m.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being the South 0.260-Acre Tract of Land, More or Less, Out of the South 0.6981 Acres of the West One (1) Acre of Lot 6, Block "B", Original Townsite of Edinburg, Located at 223 W. Schunior Street, as Requested by Benjamin Yip, Pon. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being the South 0.260-Acre Tract of Land, More or Less, Out of the South 0.6981 Acres of the West One (1) Acre of Lot 6, Block "B", Original Townsite of Edinburg, Located at 223 W. Schunior Street, as Requested by Benjamin Yip, Pon.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Resolution Proposing the Renaming of the Real Property Currently Identified as Edinburg Municipal Park Baseball Field #7, Located at 714 S. Raul Longoria Road, Edinburg, Texas, to Honor Fernando "Fernie" De La Garza, as Requested by the City of Edinburg Little League Board. [Jaime Acevedo, Director of Planning and Zoning]

Jaime Acevedo, Director of Planning and Zoning stated this request is for the renaming of baseball field number seven to honor Fernando "Fernie" De La Garza as requested by the City of Edinburg Little League Board. He said Mr. De La Garza has been a coach, he has been employed with the Edinburg CISD and with the City of Edinburg. The Little League Board would like to honor his years of service by naming the field after him.

Armando Celedon, Little League Board President stated they think this is long overdue, Mr. De La Garza is an icon he started the Little League over 20 years ago and as the founder he brought the charter. Unfortunately, due to his health he is now retired. Mr. Celedon stated what he has done for the youth is a great accomplishment, he thanked Mr. De La Garza for everything he has done for the community.

Frankie Salinas, Little League Board Vice President stated many people know Mr. De La Garza. He was an umpire when he and Councilmember Gerardo Lozano played in the Pony Baseball league. Mr. Salinas stated Mr. De La Garza has been there for him from Little League through high school. He said even as an adult and now a Little League board member, when Mr. De La Garza was a Parks and Recreation employee he would chime in to let them know what was going on.

Councilmember Daniel "Dan" Diaz stated this is well deserved. He said he heard a rumor that they picked field seven because that was the only field Mr. De La Garza could hit a homerun over when he was young. Councilmember Diaz stated it was good to see Mr. De La Garza present and in good spirits. He said many times they pay these honors when it is too late but he is glad that in this case they are honored that Mr. De La Garza is present and he too can share a few words.

Mayor Omar Ochoa agreed that this was worthy of a celebration, he thanked Mr. De La Garza for founding the Little League program in Edinburg, as he too is a proud product of the little league program and their team Ochoa Pharmacy, they were really good. Mayor Ochoa thanked Mr. De La Garza for the opportunity he gave all the youth in the City of Edinburg. Mayor Ochoa thanked the Little League Board for bringing this forward, he said it is really important they recognize the hometown heroes.

Fernando De La Garza, Jr. thanked God for Blessing their family and allowing them to be here for such a special moment. He said they would like to thank the City of Edinburg, the Parks and Recreation, the Little League Board and everyone present, he said the recognition means more to the family that anyone could ever know. Mr. De La Garza said in 2007, he and his dad were watching the Little League World Series and Mr. De La Garza, Sr. said he was bringing the Little League to the City of Edinburg and here we are 19 years later and it is still going strong. He did not just bring Little League to Edinburg he ensured it had a home. Mr. De La Garza acquired access to the old Edinburg Bobcat Field and helped turn it into the home of the Edinburg Little League. At the time it was located right next to the present Robert Flores Stadium.

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Resolution Proposing the Renaming of the Real Property Currently Identified as Edinburg Municipal Park Baseball Field #7, Located at 714 S. Raul Longoria Road, Edinburg, Texas, to Honor Fernando “Fernie” De La Garza, as Requested by the City of Edinburg Little League Board.
SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

9. PUBLIC HEARINGS -ROUTINE ITEMS

Mayor Omar Ochoa stated they separated a subset of routine items, items under routine items are Public Hearing items that have been unanimously approved by the Planning and Zoning Commission and have been recommended approval by city staff and the city

has not received any written comments against the item. Having been approved by the commission and by staff without any comments against it the assumption is that these items are routine and will be presented to the Council for formal approval, similar to the Consent Agenda items. If any members of the public would like to speak against an item they are welcomed and the Council will act accordingly and members of the Council can also ask that an item be discussed and reviewed outside of the routine procedures, otherwise items falling under Routine items of Public Hearing the assumption is that Council will summarily approve those.

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Multifamily (RM) District to Commercial, General (CG) District, Being Lots 7&8, Block 260, Original Townsite of Edinburg, Located at 703 W. Cano Street, as Requested by Benjamin Yip, Pon. [Jaime Acevedo, Director of Planning and Zoning]

Jaime Acevedo, Director of Planning and Zoning stated he explained the location was at the northwest corner of Cano Street and 5th Street, Ms. McClaugherty thought it was two blocks south, but Ms. McClaugherty is okay with the proposal.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for the Rezoning Request from Residential Multifamily (RM) District to Commercial, General (CG) District, Being Lots 7&8, Block 260, Original Townsite of Edinburg, Located at 703 W. Cano Street, as Requested by Benjamin Yip, Pon.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. 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 16.277 Acre Tract of Land Out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as Recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N. I-69C, as Requested by RK Development & Construction LLC. [Jaime Acevedo, Director of Planning and Zoning]

Emilio Ramos stated he lives at 909 W. Davis with his pregnant wife and their herd of registered American Brahman. He said this development was presented the Council

last year and it was voted against after concerns brought forth by his family and his fellow neighbors. He asks what has changed since the last presentation, has the city widen their road, added street lights, lighted intersections, has the developer tested any of the soils that concerned them last year, the answer is no. He said the houses will be constructed on land that was a former air landing strip where planes such as crop dusters landed, refilled, spilled chemicals onto the ground. Mr. Ramos stated as per city staff the land currently agricultural is being requested to be rezoned residential. How is this possible, is no one concerned what the dangerous chemicals that have seeped into the soil can cause. How are current and future residents going to access I-69 in time for work or school when there is one way in and one way out. That street is a dead-end. He asked that the Council consider the existing neighbors' concerns as they do welcome the growth but when it is done correctly.

Willie Arratia, Project Engineer for Casa Estates stated he does not know what chemicals the gentleman is talking about, but Davis Road is 18ft. wide it does not meet city standards. He said the subdivision will start 600ft.west of the intersection and the developer is going to pave from the interstate all the way to the end to make it 24ft. to meet city standards. He said along Davis Road there is a two-inch waterline and, in their proposal, they are including 4000ft of eight-inch waterline with fire hydrants every 600ft. Mr. Arratia stated they would also include street lights, he said they are improving the road to making it safer.

Karina Cazares, RK Development stated they are aware that the land was home to an air landing strip, but if it is currently zoned agricultural and the soil is contaminated what would happen if a farmer went and farmed crops. If it was contaminated it would not be allowed as agricultural because the crops would be contaminated. Ms. Cazares stated that on the previous proposal they did voice concerns about the access for firetrucks, she said they are proposing a hammerhead at the end of the road for proper access for school buses, and emergency vehicles.

Edward Salinas stated he works with oil and gas and he can speak a little on biosize and petrochemicals. He said just because there are no reports of such chemicals that does not mean they are not there. Mr. Salinas stated the proper testing should be done before any development is done.

Patricia Ramos stated she was here a year ago with the concerns on the soil testing and the traffic on Davis Road. She said they are proposing 33 houses. If the traffic increases by 60 cars plus the already existing, what is the city going to do to improve the traffic she said there are frequent accidents. People drive crazy.

Ricardo Cazares, stated regarding the concern about the chemicals he said many of the existing neighbors have used his property for gazing of their animals without any issues. He said if they had concerns about the chemicals why have they not been concerned for their animals feeding off of a piece of land that as they say could be contaminated.

Enrique Ramos stated their biggest concern is the old Tide building, he said there needs to be some testing on that property because the chemicals were harsh chemicals spilled on that property.

MOTION: Councilmember Daniel "Dan" Diaz to Table 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 16.277 Acre Tract of Land Out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as Recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N. I-69C, as Requested by RK Development & Construction LLC.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: Mayor Omar Ochoa, and Mayor Pro Tem David Salazar, Jr.
ABSTAIN: None
The motion to Table does not carry.

Councilmember Daniel "Dan" Diaz stated the concern is chemicals how do we address the concern or where do we go from here? He said if it was a concern a year ago why was it not addressed and what changed from a year ago that staff changed from denial to approval?

Jaime Acevedo, Director of Planning and Zoning stated last year it came before the Council with a positive recommendation from both Planning and Zoning Commission and staff. It was denied at City Council when residents showed up. Fast forward to today residents did show up to the Planning and Zoning Meeting but it was still approved by Planning and Zoning Commission and staff's recommendations are still the same as last year. Mr. Acevedo stated the people that protested the Tide property did some independent testing of their own, they hired a gentleman from UTRGV to do soil sampling and they found that it was safe.

Mayor Pro Tem David Salazar, Jr. stated the residents are saying that there are chemicals used by crop dusters so what is the difference when the chemicals are sprayed over ranches and crop fields as opposed as to what is there right now. He said staff understands and reports because it is used in agriculture today. Mayor Pro Tem Salazar stated I understand the residents concern too because he himself has cattle, and there is a crop-dusting field next to his ranch but to say that the chemicals will affect cattle or residents, the chemicals are airborne every day.

Mayor Omar Ochoa asked as far as the chemical concerns is there any known use of chemicals or any orders from the Environmental Protection Agency (EPA). He asked if it is a Superfund site and outside of that if there is a process that the city requires to soil test if there is not a contamination or Superfund site or anything like that? As far as the widening of the road are they doing that because the city is requiring them to do that and is it within city standards.

Jaime Acevedo, Director of Planning and Zoning stated there is no indication of a Superfund site, no indication from a health agency, nothing that puts that property on the radar. He said the widening of the road is a city requirement. The waterline from two inches to eight inches is to provide fire protection and it is also a city requirement. There is no indication that the developer with be asking for variances. The proposal is ½ acre lots with single family homes.

Mayor Omar Ochoa asked for comments on the resident's concerns on the time line. He asked if during the construction will there be an impact to traffic.

Willie Arratia stated the estimated time for the entire project is four months. He said they will be implementing traffic control devices as per city standards. He said the road is 4000ft. they will do it in sections of 1000ft. moving the traffic control devices per section.

Mardoqueo Hinojosa, City Engineer stated during any development project traffic control is implemented and under certain occasions does the road get closed only allowing for local traffic to get in and out.

Mayor Omar Ochoa asked if there were currently any fire hydrants and how would they fight a fire?

Omar Garza, Fire Chief stated they would use water tankers and find and hook up to the nearest fire hydrant. He said that eight-inch waterline would be of great benefit to provide fire hydrants to that area for easier fire protection.

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban and Townhome (RU) District, Being 22.63 Acres Out of Lots 5,6,7,8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Located at 2812 E. Davis Road, as Requested by Rio Delta Engineering.
SECOND:

Mayor Omar Ochoa stated they were going to move on but the item is still live and they could come back to it.

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve the Ordinance Providing for

the Rezoning Request from Residential, Primary (RP) District to Residential, Urban and Townhome (RU) District, Being 22.63 Acres Out of Lots 5,6,7,8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Located at 2812 E. Davis Road, as Requested by Rio Delta Engineering.
SECOND: Councilmember Gerardo Lozano

There was discussion.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: Councilmember Daniel "Dan" Diaz
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban and Townhome (RU) District, Being 22.63 Acres Out of Lots 5,6,7,8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Located at 2812 E. Davis Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban and Townhome (RU) District, Being 22.63 Acres Out of Lots 5,6,7,8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Located at 2812 E. Davis Road, as Requested by Rio Delta Engineering.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr., Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

10. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "Special Olympics Texas Spring Games" Event to be Held Wednesday, April 8, 2026, Through Friday, April 10, 2026, at the Edinburg Parks and Recreation Facility and Temporary Road Closure of Mark S. Pena Drive, as Requested by Lauro Garza. [Jaime

Acevedo, Director of Planning and Zoning]
MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Ordinance Providing for a Temporary Special Use Permit for the "Special Olympics Texas Spring Games" Event to be Held Wednesday, April 8, 2026, Through Friday, April 10, 2026, at the Edinburg Parks and Recreation Facility and Temporary Road Closure of Mark S. Pena Drive, as Requested by Lauro Garza.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
The motion to Approve carried.

11. CONTRACTUAL

A. Consider Executing an Interlocal Agreement Between the City of Edinburg and the Edinburg Consolidated Independent School District for the Joint Use and Development of Fountain Park, and Execute All Documents Related Thereto. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember Daniel "Dan" Diaz to move Item in Executive Session.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried

12. CONSENT AGENDA

A. Consider Ordinance Amending the Budget for the 2025-2026 Fiscal Year Carry-Overs Appropriations to the General Fund, Governmental Grant Fund, Parkland Dedication

Fund, Utility Fund, Solid Waste Management Fund and Edinburg International Airport at Edinburg Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Amending the Budget for the 2025-2026 Fiscal Year Carry-Overs Appropriations to the General Fund, Governmental Grant Fund, Parkland Dedication Fund, Utility Fund, Solid Waste Management Fund and Edinburg International Airport at Edinburg Fund.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.
RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment. [Claudia L. Farias, Director of Grants Administration]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.
RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of the Governor Under the Fiscal Year 2025 Operation Stonegarden Grant (OPSG) Program and to Execute all Grant Documents Relating Thereto. [Jaime Ayala, Police Chief]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of the Governor Under the Fiscal Year 2025 Operation Stonegarden Grant (OPSG) Program and to Execute all Grant Documents Relating Thereto.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.
RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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 Palma Ranch Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Palma Ranch Subdivision.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Approval of the Fiscal Year 2025-2026 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. [Raudel Garza, Edinburg EDC Executive Director]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Fiscal Year 2025-2026 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation.

SECOND: Mayor Pro Tem David Salazar, Jr.
There was no discussion.

Mayor Omar Ochoa called for a vote.
RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Authorizing the Disposition of Approximately 47 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the Disposition of Approximately 47 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.
RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

13. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

B. Consider Canceling or Rescheduling the Tuesday, May 19, 2026 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem David Salazar, Jr. to Approve Rescheduling the Tuesday, May 19, 2026 City Council Regular Meeting to May 21, 2026.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

14. EXECUTIVE SESSION

MOTION: Mayor Pro Tem David Salazar, Jr. to Convene into Executive Session.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa convened into Executive Session at 7:31 p.m.

OPEN SESSION

MOTION: Councilmember Gerardo Lozano to Convene into the Open
SECOND: Mayor Pro Tem David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem David Salazar, Jr. Councilmember Daniel "Dan" Diaz, and Councilmember Gerardo Lozano
ABSENT: Councilmember Jason De Leon
NAYS: None

ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session and stated no action was taken in Executive Session at 8:05 p.m.

Mayor Omar Ochoa stated action was required on 9. Public Hearings-Routine Items B.

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

C. 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.)
No Action

D. Discussion and Possible Action Regarding Economic Development Matters. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

15. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: May 5, 2026
CONSENT AGENDA
Agenda Item No: 9.J.
Gratitude Groves Subdivision

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with JAR Development, LP to Provide Water Service to Gratitude Groves Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., Director of Utilities]

2. Description:

JAR Development, LP (Developer) is requesting that the City of Edinburg and NAWSC enter into a counterpart agreement to allow the City to become the water service provider for the Gratitude Groves Subdivision, located south of Rodgers Road and east of US Business 281. Under the terms of the agreement, both the City and NAWSC will jointly submit an application to the Public Utility Commission (PUC) within one (1) year of execution to amend their respective service areas.

Additionally, the City is requiring the Developer to execute a separate two-party agreement, which will obligate the Developer to cover all costs associated with the service area transfer, including any buyout-related fees.

The anticipated timeline for completion of the buyout process and PUC approval is approximately one (1) to two (2) years from the date of the initial application submission.

There is no fiscal impact to the City, as all expenses related to the buyout and service area transfer will be borne by the Developer.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with JAR Development, LP to Provide Water Service to Gratitude Groves Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., Director of Utilities]

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 4/29/2026	Mirelda Garza Ramirez,
Tomas Reyna, Assistant City Manager	Final Approval - 4/29/2026	Administrative Specialist

Attachments:

A. Agreement - Gratitude Groves Subdivision

STATE OF TEXAS §

COUNTY OF HIDALGO § **TWO PARTY CONTRACT**

CITY OF EDINBURG §

WHEREAS, JAR GROUP DEVELOPMENT, LP ("Developer"), owns 18.623 acre tract of land known as Gratitude Grove Subdivision, which is located South of Rogers Rd., and East Business 281 in Hidalgo County; and

WHEREAS, proposed Gratitude Grove Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity ("CCN") jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ") and the Public Utility Commission of Texas ("PUC"); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as "Service Agreement," is necessary to be made between NAWSC and the City as set out in Exhibit "A" attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and JAR GROUP DEVELOPMENT, LP in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Developer agrees to pay for any and all fees associated with the buyout transaction contemplated in the Service Agreement, including but not limited to CCN

application fees and related legal fees. The total amount is estimated as $2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **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.

3. **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 the Developer and not otherwise.

4. **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.

5. **Alternate Dispute Resolution.** 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. 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 each Party. 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, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **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 be either (i) personally delivered against 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 Edinburg: City of Edinburg
Attention: Myra L Ayala, City Manager
P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: JAR GROUP DEVELOPMENT, LP
3907 S. Sugar Rd.
Edinburg, Texas 78539

8. 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 addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **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.

10. **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.

11. **Assignment.** This Agreement shall not be assignable.

12. **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.

13. **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.

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

IN WITNESS WHEREOF, EXECUTED by JAR GROUP DEVELOPMENT, LP.,

and the City of Edinburg, in duplicate originals effective on _____ day of _____, 2026.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Benito Alonzo, Interim City Attorney

JAR Development, LP

BY:_____

Owner
3907 S. Sugar Road
Edinburg, Texas 78539

EXHIBIT “A” Counter-Part Agreement between North Alamo Water Supply Corporation (NAWSC) and the City of Edinburg

COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA

STATE OF TEXAS **BETWEEN: NORTH ALAMO WATER SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO **CITY OF EDINBURG**

RE: JAR GROUP DEVELOPMENT, LP

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of_____, 20 ___, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: **Gratitude Grove Subdivision**, being a **18.623** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: **One Hundred Fifty-Seven Thousand, Forty-Three dollars and 52/100ths Dollars ($ 157,043.52).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By:_____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

_____
Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS
415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By:_____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

Approved:

CITY ATTORNEY'S OFFICE

BY: _____
Benito Alonzo, Interim City Attorney

ACKNOWLEDGMENT

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, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

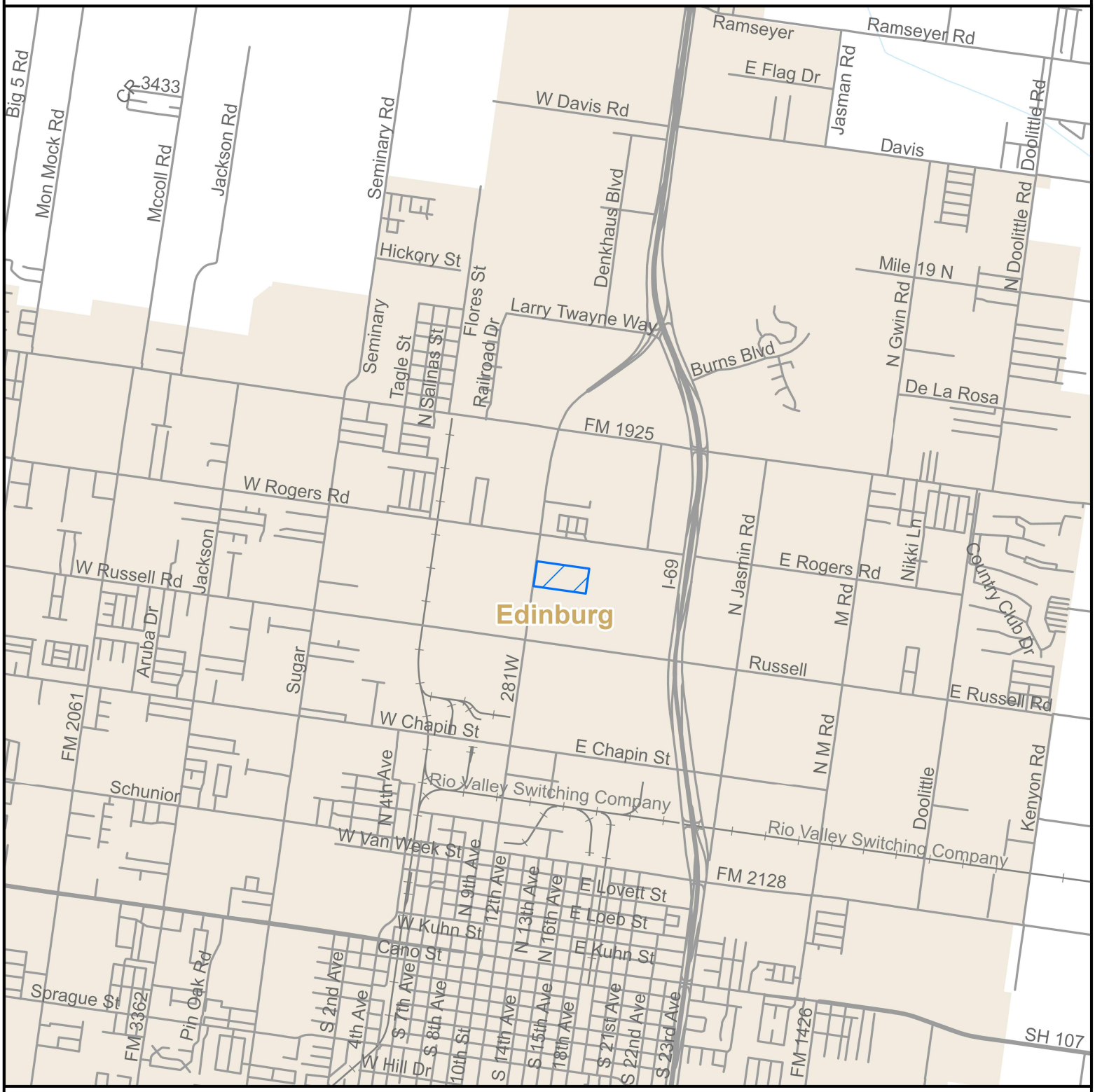
IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202___.

_____
Notary Public and for the State of Texas

EXHIBIT “1”

(NAWSC Transfer Area Map/Description)

13.255 Application to Amend The City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



General Location Map of
Gratitude Grove Subdivision

N

Legend

Requested Area to Transfer

Created by: G. Rodriguez
Date Created: April 28, 2026

0 2,000 4,000
Feet

13.255 Application to Amend The City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map of
Gratitude Grove Subdivision

N

Legend

Requested Area to Transfer

Created by: G. Rodriguez
Date Created: April 28, 2026

Feet 0 500 1,000

EXHIBIT "2"

(NAWSC Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
June 20, 2023

Present	Staff	Other
Steve D. Krenek	Steven P. Sanchez	Richard Fryer – Corp. Attorney
Samuel Ruiz	Robert Rodriguez	Ruben James – Melden & Hunt Eng.
Thomas Jendrusch	Irma Tamez	Ben Smith – Higginbotham Ins.
Anna Flores	Robyn Rodriguez	Zac Coventry – 5
Abdiel Cuevas	Janie Sandoval	Fred Resendez – Freese & Nichols
Martin Drewry	Agustin Gomez	Jennifer Rodriguez - Galvan – Student
Manuel Garcia		Claudia Galvan – Guest
		Itzel Reyna-Carmona – Student
		Kaitlyn Cavazos – Student
		Isabella Hetzel – Student
		Stephanie Hetzel – Guest
		Alexis J. Marquez – Student
		Julissa Marquez – Guest
		Alejandro Marquez – Guest
		Kimberly Deleon -Student
		Olivia Herrera – Guest
		Karyme Rios – Student
		Evan Sanchez – Student
		Christy Sanchez – Guest

1. **Agenda Item #1.** The meeting was called to order by President Steve Krenek at 1:00 p.m.

2. **Agenda Item #2.** Mr. Drewry moved for the approval of the minutes for May 12, and May 16, 2023. Mr. Cuevas seconded and the motion carried with all in favor.

3. **Agenda Item #3.** No public comments

4. **Agenda Item #4.** Mr. Jendrusch moved for the approval of renewing North Alamo's worker's comp insurance as recommended by Ben Smith from Higginbotham. Mr. Drewry seconded and the motion carried with all in favor.

5. **Agenda Item #5.** An update was made by Fred Resendez with Freese and Nichols on the following projects:
   A. Doolittle R.O.
   B. Owassa R.O.

6. **Agenda Item #6.** Mr. Drewry moved for the approval of Change Order No. 1 for the Energy Efficient Brackish Groundwater Desalination Doolittle Retrofit Project in the amount of $54,873.45. Mr. Garcia seconded and the motion carried with all in favor.

7. **Agenda Item #7.** Consideration and possible approval of engaging Freese and Nichols, Inc. to apply for cost overruns with the Texas Water Development Board for the R.O. CIP Projects – Tabled

8. **Agenda Item #8.** No payment for all related invoices for the above-mentioned projects on Item #05 for the month of June.

9. **Agenda Item #9.** Mr. Agustin Gomez gave an update on the following projects:
   A. San Carlos Lift Station Project

10. **Agenda Item #10.** No payment for all related invoices for the above-mentioned projects on Item #09 for the month of June.

11. **Agenda Item #11.** An update was made by Ruben James of Melden & Hunt Engineering on the following projects:
    - **A.** Donna Regional Wastewater Treatment Plant Phase 2
    - **B.** Construction Phase of the Weslaco Area Wastewater Project
    - **C.** Emergency Power for Water Plant 1 & 6 Project
    - **D.** Mile 6 West Road Right of Way Project
    - **E.** Water Tower South of Donna
    - **F.** CIP Phase II
    - **G.** Water Treatment Plant 7 Raw Waterline Project

12. **Agenda Item #12.** Mr. Garcia moved for the approval of change order no. 1 related to the electrical transformer improvements for the Emergency Power Generator at Plant #1. Mr. Cuevas seconded and the motion carried with all in favor.

13. **Agenda Item #13.** Mr. Drewry moved for the approval of accepting improvements for the Emergency Power Generator for Water Plants 1 & 6 as recommended by the engineer. Mr. Garcia seconded the motion carried with all in favor.

14. **Agenda Item #14.** Mr. Jendrusch moved for the approval of payment for all related invoices for the above-mentioned projects on Item #11 for the month of June. Mr. Drewry seconded and the motion carried with all in favor.

15. **Agenda Item #15.** Mr. Ruiz moved for the approval of engaging NAD Bank to provide financial assistance for planning, engineering, and construction of sewer yard lines and decommissioning of septic tanks for the North Weslaco and North Donna Phase II Wastewater Improvement Projects plus authorize the board president and general manager to sign all related documents. Mr. Garcia seconded and the motion carried with all in favor.

16. **Agenda Item #16.** Mr. Jendrusch moved for the approval of adopting a resolution authorizing the request for technical assistance funding from the North American Development Bank for project development activities to comply with the agency certification criteria for the North Weslaco and North Donna Phase II Wastewater Improvement Projects. Mr. Drewry seconded and the motion carried with all in favor.

17. **Agenda Item #17.** Mr. Jendrusch moved for the approval of authorizing staff and engineer to request approval from Rural Development to move the 12" waterline project from FM 493 to Mile 7 West and include environmental clearance. This would be on the Capital Improvement Project (CIP) Phase III. Mr. Drewry seconded and the motion carried with all in favor.

18. **Agenda Item #18.** Mr. Ruiz moved for the approval to engage an engineer to develop a plan to relocate our infrastructure on FM 1925 from FM 907 to Sharp Road and authorize the Board President and/or GM to Execute all related documents. Mr. Drewry seconded and the motion carried with all in favor.

19. **Agenda Item #19.** Mr. Garcia moved for the approval of authorizing management and legal counsel to request the release of loans from TWDB, RD, and CoBank for the land sold to TXDOT on FM 490 and FM 1015. Mr. Drewry seconded and the motion carried with all in favor.

20. **Agenda Item #20.** Mr. Garcia moved for the approval of a buyout of a 4-acre tract located on the south side of E. Eldora Road and east of IH 69C (US 281). Mr. Cuevas seconded and the motion carried with all in favor.

21. **Agenda Item #21.** Mr. Garcia moved for the approval of a buyout of 18.623 acres, (13.15 net acres), located south of Rogers Rd. along the west side of Closner Blvd., (281). Mr. Cuevas seconded and the motion carried with all in favor.

22. **Agenda Item #22.** Mr. Garcia moved for the approval of the buyout of 76.682 acres (53.42 net acres), located on the southeast corner of Business 281 and Russell Rd. Mr. Cuevas seconded and the motion carried with all in favor.

23. **Agenda Item #23.** Mr. Ruiz moved for the approval of approving a rate increase for the North Alamo as recommended by the staff and Board Committee. Mr. Garcia seconded and the motion carried with all in favor.

24. **Agenda Item #24.** Mr. Garcia moved for the approval of the Financial Statement for May 2023 as presented by Janie Sandoval. Mr. Drewry seconded and the motion carried with all in favor.
    A. Mr. Jendrusch moved for the approval of opening a sub-account for water rights. Mr. Garcia seconded and the motion carried with all in favor.
    B. Mr. Drewry moved for the approval of opening a new account for the North Cameron Regional Water Supply Corporation/PJT sales proceeds. Mr. Cuevas seconded and the motion carried with all in favor.

25. **Agenda Item #25.** Water Operations Report, Robert Rodriguez
    A. Water Loss for the Month of May 2023

26. **Agenda Item #26.** Wastewater Operations Report, Agustin Gomez
    A. Wastewater Operations Report
        (1) Report on Wastewater Treatment Plants and Collection Systems for May 2023

27. **Agenda Item #27.** General Manager's Report
    A. Report on the Texas Water Development Board meeting
    B. Mr. Drewry moved for the approval of obtaining a right of entry from Listo's Properties. Mr. Ruiz seconded and the motion carried with all in favor with the exception of Mr. Jendrusch abstaining from voting.

July Board Meeting 07/20/2023

28. **Agenda Item #28.** Mr. Jendrusch moved to approve the following subdivisions:
    A. *Border Town Subdivision No. 4, 191 lots on 156.04 acres, located on the southeast corner of Mile 22.5 N Rd and Brushline Rd., developer Bordertown Development, LLC (Septic Tanks) *Originally approved 11/15/2022 on 131.84 acres; needs to amended to 156.04 acres, # of lots, location and developer remain the same.
    B. *Closner Terrace Subdivision, 56 lots on 13.15 net acres, located south of Rogers Rd. and east of Business 281, developer Latitude Investments, LLC (City Sewer Service – Edinburg) *Buyout
    C. Grapefruit Acres Phase 3 Subdivision, 32 lots on 20.03 acres, located northeast corner of Mile 5 ½ W Rd. and Garcia St., developer – GARVIC Management Inc. (Septic Tanks)
    D. Minnesota Oaks Subdivision, 96 lots on 25.09 acres, located south of Minnesota Rd. and east of Exp 281; developer – Lord and Gonzalez Investments Group (City Sewer Service – Pharr)

Agenda Item 28 Continued:

E. **Rio Stone Subdivision Phase I, 54 -4 Plex Units on 23.05 acres, located west of Milanos Rd. and south of Mile 6 ½ N Rd., developer – Reyna Family Development, LTD (City Sewer Service - Weslaco) **Originally approved on 08/16/2022 as Mi Linda Subdivision Ph I; needs to be amended with a name change to Rio Stone Subdivision, Phase I, lots, acres, location, and developer remain the same.

F. **Rio Stone Subdivision Phase II, 68 lots on 14.19 acres, located west of Milanos Rd. and south the Mile 6 ½ N Rd, developer – Reyna Family Development, LTD (City Sewer Service – Weslaco) **Originally approved on 08/16/2022 as Mi Linda Subdivision Ph II; needs to be amended with name change to Rio Stone Subdivision, Phase II, lots, acres, location, and developer remain the same.

G. Tower Villas Subdivision, 28 Multifamily lots 10 acres, located south of Sioux Rd. and east of Tower Rd., developer – Gouge Development Co., LLC (City Sewer Service – Alamo)

H. *Utility Trailers – Eldora Rd. Subdivision, 2 lots on 4 acres, located east of US 281 south of Eldora Rd., developer – Joe E. Loring Jr. (City Service – Pharr) *Buyout

I. *Villages on Closner Subdivision, 212 lots on 76.682 acres (53.42 net acres), located on the southeast corner of Business 281 and Russell Rd., developer – Latitude Investments, LLC (City Sewer Service – Edinburg) *Buyout

These subdivisions are subject to the Corporation's rules and regulations. Mr. Cuevas seconded and the motion carried with all in favor.

29. **Agenda Item #29.** Mr. Drewry moved for the approval of accepting the finished subdivisions:

Subdivision Name	**Date Finished**
A. Pecan Cove Subdivision	05/10/2023
B. The Heights on Trenton Phase II Subdivision	01/03/2023
C. The Luxx Subdivision	05/10/2023

Mr. Garcia seconded and the motion carried with all in favor.

30. **Agenda Item #30.** Mr. Drewry moved for the approval of Membership Applications, Installation, Membership Transfers, and Membership Cancellations. Mr. Cuevas seconded and the motion carried with all in favor.

31. **Agenda Item #31.** The board entered into an Executive Session at 2:31 p.m. to discuss the following items:
   A. Report on PEN Joint Tenants / North Cameron Regional WSC
   B. Discussion on lift station failure at Tower Rd. and Alberta Rd.
   C. Discussion on the Donna Irrigation District agreement and possible approval.

32. **Agenda Item #32.** The board returns to regular session at 3:07 p.m.
Mr. Ruiz moved for the approval of Agenda Item #31 C as per discussed in the executive session.
Mr. Garcia seconded and the motion carried with all in favor.

33. **Agenda Item #33.** Mr. Drewry moved to adjourn the meeting at 3:09 p.m. Mr. Cuevas seconded and motion carried with all in favor

Irma Tamez, Recording

Derrick Swanberg – Secretary

Steve D. Krenek - President

A Regular Meeting of the Board of Directors of North Alamo Water Supply Corporation will be held at **1:00 p.m. Thursday, July 20th, 2023,** at the Main Office located at 420 S. Doolittle Road, Edinburg, Texas.

At that time the following items will be considered for approval:

AGENDA

01. Call Meeting to Order.

The North Alamo Water Supply Corporation reserves the right to adjourn into Executive Session at any time to discuss any of the matters listed below in accordance with Chapter 551 of the Texas Government Code, Vernon's Civil Statutes, Subchapter D, as it pertains to private consultation with the Corporation's attorneys (§551.071), personnel matters (§551.074) and land acquisition (§551.073). THE BELOW LISTED ITEMS MAY BE DISCUSSED AND ACTED UPON, IF APPROPRIATE IN OPEN SESSION.

02. Approval of minutes for **June 20, 2023.**

03. Public comments:

04. Update on RO CIP
- **A.** Doolittle R.O.
- **B.** Owassa R.O.

05. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#04** for the month of **July.**

06. Update and Report on the following projects:
- **A.** San Carlos Lift Station Project

07. Consideration and possible approval of issuing a letter of commitment for each change order (2), submitted to the County of Hidalgo for the TDA Project,

08. Consideration and possible approval of additional costs for crossing permits to Hidalgo County Irrigation District No. 1 and Hidalgo County Drainage District No 1.

09. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#06** for the month of **July.**

10. Update and Report on the following projects:
- **A.** Donna Regional Wastewater Treatment Plant Phase 2
- **B.** Construction Phase of the Weslaco Area Wastewater Project
- **C.** Mile 6 West Road Right of Way Project
- **D.** Water Tower South of Donna
- **E.** CIP Phase II
- **F.** Water Treatment Plant 7 Raw Waterline Project.

11. Consideration and possible approval of submitting a counteroffer to the County of Hidalgo for the possible release of NAWSC easement.

12. Consideration and possible approval of engaging L&G Acquisition Services for acquiring 4 NAWSC Easements for the Mile 6 West Road expansion roadway project as recommended by the County of Hidalgo.

13. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#08** for the month of **July.**

14. Consideration and possible approval of renewing the Emergency Interconnect Agreement with the City of Edinburg.

15. Consideration and possible approval of amending the buyout for S.H. Mount Subdivision from 28 to 29 lots.

16. Consideration and possible approval of renewing farm lease agreements expiring in **July, 2023,** and authorize GM as signatory on all related documents.
    - **A.** Monte Alto WWTP (44 acres), expires 07/31/23
    - **B.** San Carlos WWTP (56 acres), expires 07/20/23

17. Consideration and possible approval of Financial Statement for **June, 2023**. Janie Sandoval

18. Water Operations Report. Robert Rodriguez (Possible action):
    - **A.** Water Loss for the Month of **June, 2023.**

19. Wastewater Operations Report, Agustin Gomez (Possible action)
    - **A.** Wastewater Operations Report.
      - **(1)** Report on Wastewater Treatment Plants and Collection Systems for **June, 2023**

20. General Manager's Report. (Possible Action)
    - **A.** Report on meeting with IBWC
    - **B.** Report on meeting with Congresswoman Monica de la Cruz's Staff
    - **C.** Consideration and possible approval of a resolution in support of Mexico paying the water owed to the United States.
    - **D.** Report on request for visit from the TWDB Board member, September 13, 2023
    - **E.** Consideration and possible approval of authorizing GM to negotiate the purchase of 500 ac ft of Class A water rights.
    - **F.** Consideration and possible approval of authorizing GM to negotiate the purchase of 428.5 ac ft of Class B water rights.
    - **G.** Consideration and possible approval of off-site infrastructure for Ebony Winds Subdivision.

    August 2023 Board Meeting **(2nd Tue 08/08/23, 3rd Tue 08/15/23 or 4th Tue 08/22/23)**

21. Consideration for Approval; Subdivisions.
    - **A.** *Border Town Subdivision No. 4, **192** lots on 156.04 acres, located on the southeast corner of Mile 22.5 N Rd and Brushline Rd., developer – Bordertown Development, LLC **(Septic Tanks)** *Originally approved 11/15/2022 on 131.84 acres; amended to 156.04 acres on 06/20/23. Now needs to be amended from 191 lots to 192 lots; location, acreage and developer remain the same.
    - **B.** El Farito Estates Subdivision, 11 lots on 17.15 acres, located on the south side of Mile 13 N Rd. and east of Mile 6 W Rd., developer – Heriberto Garcia **(Septic Tanks)**
    - **C.** Espana Subdivision, 1 lot on 1.10 acres, located west of Cesar Chavez Rd. and north of FM 495, developer – Robert Garza **(City Sewer Service – San Juan)**

D. Monte Cielo Subdivision Phase I, 158 lots on 33.97 acres, located on the east side of Mile 6.5 W Rd. south of Mile 10 N Rd., developer – Jason Garza **(City Sewer Service – Weslaco)**

E. *Wisconsin Water Subdivision, **55** lots (4-plex) on 22.6 acres, located west of Alamo Rd. south of Wisconsin Rd., developer – Gatlin Land & Cattle LLC, Zac Henson **(NAWSC - WW)** *originally approved 12/14/2021 with 56 lots, needs to be amended to 55 lots (4 plex); location, # of acres and developer remain the same,

These subdivisions are subject to the Corporation's rules and regulations.

22. Consideration and possible approval of accepting finished subdivisions for **June, 2023**:

	Subdivision Name	**Date Finished**
A.	Highland Heights Subdivision	05/10/2023
B.	Caledonia West Subdivision	06/26/2023

23. Consideration for Approval; Membership Applications, Installations, Membership Transfers, and Membership Cancellations.

24. The Regular Session will be recessed and the Board will enter into Executive Session according to Tex. Gov. Code Chapter §551.071, §551.074 and §551.073 to consider and discuss the following:
   - **A.** Report on PEN Joint Tenants / North Cameron Regional WSC
   - **B.** Discussion on lift station failure at Tower Rd. and Alberta Rd.
   - **C.** Discussion on the Donna Irrigation District agreement and possible approval.
   - **D.** Report and discussion on citation served
   - **E.** Discussion on request to lease NAWSC property for solar and wind energy production.

25. The Board will return to Regular Session and may take action on the following:
   - **A.** Report on PEN Joint Tenants / North Cameron Regional WSC
   - **B.** Discussion on lift station failure at Tower Rd. and Alberta Rd.
   - **C.** Discussion on the Donna Irrigation District agreement and possible approval.
   - **D.** Report and discussion on citations served
   - **E.** Discussion on request to lease NAWSC property for solar and wind energy production.

The Board may reconvene in Executive and Open Session from time to time and may take ACTION in Open Session regarding the above listed items to discussion.

26. Adjourn.

I certify that this is a true copy of the Agenda for the **July 20th, 2023,** meeting of the Board of Directors of North Alamo Water Supply Corporation.

Steven P. Sanchez, General Manager

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
September 16, 2025

Present	Staff	Other
Steve Krenek	Steven Sanchez	Richard Fryer – Corp. Attorney
Derrick Swanberg	Robert Rodriguez	Mike Hernandez – Melden & Hunt Eng.
Samuel Ruiz	Irma Tamez	Catherine Garcia – Border Issues of Texas
Martin Drewry	Robyn Rodriguez	Alexandra H. Solis – Border Issues of Texas
Anna Flores	Agustin Gomez	Marco Cordova – Border Issues of Texas
Manuel Garcia	Raul De Leon	Ivan Garcia – Rio Delta Eng.
Abdiel Cuevas	Susan Headley	Julian Arteaga – Border Issues of Texas
Thomas Jendrusch		

1. **Agenda Item #1.** The meeting was called to order by President Steve D. Krenek at 1:00 p.m.

2. **Agenda Item #2.** Mr. Swanberg move for the approval of minutes for August 19, 2025. Mr. Drewry seconded and the motion carried with all in favor.

3. **Agenda Item #3.** No public comments

4. **Agenda Item #4.** Mr. Swanberg moved for the approval of accepting Ivan Garcia's presentation on supporting a not-for-profit subdivision that would benefit North Alamo's infrastructure at a zero cost once the project is completed. Mr. Garcia seconded and the motion carried with all in favor.
5. **Agenda Item #5.** Update on R.O. CIP – no update
   A. Doolittle R.O.
   B. Owassa R.O.

6. **Agenda Item #6.** No payment approvals for all related invoices for the above-mentioned project on Item #05 and #07-F for the month of September.
   A. R.W. Harden and Associates, Inc.

7. **Agenda Item #7.** A presentation was made by Mike Hernandez with Melden & Hunt Engineering on the following projects:
   A. Donna Regional Wastewater Treatment Plant Phase 2
   B. Construction Phase of the Weslaco Area Wastewater Project
   C. Mile 6 West Road Right of Way Project
   D. Water Tower South of Donna
   E. CIP Phase II
   F. Report on La Feria Well.
      (1) Mr. Jendrusch moved for the approval of entering of increasing the pilot study budget to $125,000.00. Mr. Drewry seconded and motion carried with all in favor.
   G. Nolana Loop CSJ 0921-02-361
      (1) Mr. Swanberg moved for the approval of entering into a contract and not a memorandum of understanding (MOU) with Hidalgo County Precinct 2 for the Nolana Loop. Mr. Jendrusch seconded and motion carried with all in favor.
   H. Report on the first-time water service for Cameron and Willacy Counties.
   I. FM 491 Waterline Relocation – a payment was made in the amount of $42,915.30 to Saenz Brothers Construction.

8. **Agenda Item #8.** Mr. Swanberg moved for the approval of payment in the amount of $49,782.50 to Melden & Hunt, Inc. and to Saenz Brother for the FM 491 Water Relocation $42,915.30 and for all related invoices for the above-mentioned projects on Item #07 for the month of September. Mr. Ruiz seconded and motion carried with all in favor.

9. **Agenda Item #9.** Mr. Swanberg moved for the approval of authorizing management to look for an engineer to develop an asset management program. Mr. Garcia seconded and the motion carried with all in favor.

10. **Agenda Item #10.** Mr. Jendrusch moved for the approval of a Water CCN Buyout in the amount of $148,000.00 for Gratitude Grove Subdivision, an 18.623-acre tract, more or less, being the south 19.52 acres of lot 10, section 244, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, as per map or plat thereof recorded in Volume I, Page 12, Map Records, Hidalgo County, Texas, to the City of Edinburg. The area consists of a 117-lot development. *See Item 20. B. Mr. Cuevas seconded and the motion carried with all in favor.

11. **Agenda Item #11.** Mr. Jendrusch moved for the approval of a Water CCN Buyout in the amount of $350,814.96 for Los Prados Phase I, II, and III Subdivision(s), being a tract of land containing 45.716 acres out of Lots 9, 10, 15, and 16, Block 82, Capisallo District Subdivision, City of Mercedes, Hidalgo County, Texas according to the plat thereof recorded in Volume "P", Page 227, Hidalgo County Deed Records. The area consists of a combined total of a 277-lot development. *See Items 20. E, F, G. Mr. Cuevas seconded and the motion carried with all in favor.

12. **Agenda Item #12.** Mr. Jendrusch moved for the approval of a Water CCN Buyout in the amount of $267,227.68 for Rodeo Estates Subdivision, a 40-acre tract of land, being the south10 acres of Lot 4, Block 64, Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume P, Page 226, Deed Records, Hidalgo County, Texas, to the City of Mercedes. The area consists of a 211-lot development. *See Item 20. H. Mr. Cuevas seconded and the motion carried with all in favor.

13. **Agenda Item #13.** Mr. Swanberg moved for the approval of a Water CCN Buyout for Gunnar BESS Subdivision an area consisting of 9.763 acres of and out of Lot 5, Section 246, Texas-Mexican Railway Company Survey, located at 901 E. Chapin Rd., west of US 281, to be transferred to the City of Edinburg. The area consists of a 1-lot development. (This corrects the previously presented changes on July 22, 2025 and the 9 lots reported at the April 29, 2025, Board Meeting). Mr. Ruiz seconded and the motion carried with all in favor.

14. **Agenda Item #14.** Mr. Swanberg moved for the approval of establishing North Alamo WSC Elections Procedures and Timeline for the 2026 Annual Members Meeting. Mr. Garcia seconded the motion carried with all in favor.

15. **Agenda Item #15.** Mr. Jendrusch moved for the approval of Financial Statement for August, 2025, presented by Raul De Leon. Mr. Cuevas seconded and the motion carried with all in favor.

16. **Agenda Item #16.** Mr. Jendrusch moved for the approval of purchasing new bill software. Mr. Garcia seconded and motion carried with all in favor.

17. **Agenda Item #17.** Water Operations Report, Robert Rodriguez
    - **A.** Report on Meter Change Out – Billing 1
    - **B.** Proposed Agreed Order from the TCEQ

18. **Agenda Item #18.** Wastewater Operations Report, Agustin Gomez
    - **A.** Report on Wastewater Treatment Plants and Collection Systems for August, 2025

19. **Agenda Item #19.** General Manager's Report
    - **A.** Mr. Swanberg moved for the approval of working with consolidated irrigation district, (formally known as Santa Cruz Dist. 15), to clean up raw water intake at plant #2. Mr. Ruiz seconded and motion carried with all in favor.
    - **B.** Report on the interconnect with the City of Primera.
    - **C.** Mr. Drewry moved for the approval of hiring a contractor to build a fence in the amount $7,200.00 around the La Feria well property. Mr. Cuevas seconded and the motion carried with all in favor.
    - **D.** Report on Rio Grande Valley Seawater Desal Project Briefing (09/09/2025)
    - **E.** Discussion on consultant with NewGen Strategies & Solutions for a rate study.
    - **F.** Report on TRWA donation for Senator Adam Hinojosa
    - **G.** Upcoming: Texas Desa; 2025 Annual Conference, Sept. 23-26, 2025, in Bee Cave, TX

    October, 2025 Board Meeting - 10/21/2025

20. **Agenda Item #20.** Mr. Drewry moved to approve the following subdivisions:
    - **A.** *Fontainebleau Ranches Subdivision, 196 lots on 38 acres, located north of Benito A. Ramirez Rd. and west of Kenyon Rd., developer – GARCO, LTD (City Sewer Service – Edinburg) *originally approved 12/12/2024 with 198 lots, needs to be amended to 196 lots; acreage, location and developer remain the same.
    - **B.** *Gratitude Grove Subdivision, 117 lots on 18.623 acres, located south of Rogers Rd., and east of Business 281, developer – JAR Group Investments, LP (City Sewer Service – Edinburg) *Originally approved 06/20/2023 as Closner Terrace Subdivision with 56 lots; needs to be amended with changes to name, increase number of lots from 56 to 117, and developer – from Latitude Investments, LLC to JAR Group Investment, LP. **See Item 10. Request Buyout to City of Edinburg.
    - **C.** *Hacienda De Milagros Subdivision, 4 lots on 3.75 acres, located North of Mile 15 N Rd. and west of FM 88. Developer – Juan Maldonado (Septic Tanks) *Originally approved on 03/21/2023 with 8 lots on 5 acres, needs to be amended to 4 lots on 3.75 acres, location and developer remain the same.
    - **D.** *Lomas Del Valle Subdivision, 4 lots on 11.28 acres, located east of Mile 1 W Rd. and south of Mile 10N Rd., developer – Jose Luis Guajardo (Septic Tanks). *Originally approved on 07/23/2024 with 6 lots, need to be amended 4 lots, acreage, location and developer remain the same.
    - **E.** **Los Prados Subdivision Phase I, 55 lots on 16.238 acres, located on the northwest corner of FM 491 and Mile 9 N Rd., developer – Valley Affordable Housing, LLC (City Sewer Service – Mercedes
    - **F.** **Los Parados Subdivision Phase II, 84 lots on 8.834 acres, located on the northwest corner of FM 491 and Mile 9 N Rd., developer – Valley Affordable Housing, LLC (City Sewer Service – Mercedes) **See Item 11. Request Buyout – Mercedes
    - **G.** **Los Prados Subdivision Phase III, 138 lots on 20.644 acres, located on the northwest corner of FM 491 and Mile 9 N Rd., developer – Valley Affordable Housing, LLC (City Sewer Service – Mercedes) **See Item 11. Request Buyout -Mercedes

H. **Rodeo Estates Subdivision, 211 lots on 40 acres, located on the southeast corner of FM 491 and Mile 9 N Rd., developer – Daniec Development Inc – Victor J Daniec, CEO (City Sewer Service – Mercedes) **See Item 12. Request Buyout – Mercedes

I. Santa Trinidad Ranch Subdivision, 2 lots (1 existing) on 5 acres, located north of Eldora Rd. and west of Tower Rd., - developer – Ernesto Guajardo (Septic Tanks)

J. Timberwolve Estates Subdivision, 29 lots on 8.30 acres, located east of Val Verde Road and north of Minnesota Road, developer – Elias Lozano (NAWSC WW)

These subdivisions are subject to the rules and regulations. Mr. Cuevas seconded and the motion carried with all in favor.

21. **Agenda Item #21.** Mr. Swanberg moved for the approval of accepting finished subdivision for August, 2025:

Subdivision Name	**Date Finished**
A. City Place at Chapin Subdivision	02/04/2025
B. Maravillas Estates Phase 4 Subdivision	08/26/2025

Mr. Drewry seconded and the motion carried with all favor.

22. **Agenda Item #22.** Mr. Drewry moved for the approval: Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Cuevas seconded and the motion carried with all in favor.

23. **Agenda Item #23.** The Board will go into executive session at 2:44 p.m.to discuss the following:
    A. Report on being served with a citation.

24. **Agenda Item 24.** The board returns from executive session at 2:46 p. m.

25. **Agenda Item 25.** Mr. Drewry moved to adjourn the meeting at 2:48 p.m. Mr. Cuevas seconded and motion carried with all favor.

Irma Tamez, Recording

Derrick Swanberg

Steve Krenek - President

A Regular Meeting of the Board of Directors of North Alamo Water Supply Corporation will be held at **1:00 p.m. Tuesday, September 16, 2025,** at the Main Office located at 420 S. Doolittle Road, Edinburg, Texas.

At that time the following items will be considered for approval:

AGENDA

01. Call Meeting to Order.

The North Alamo Water Supply Corporation reserves the right to adjourn into Executive Session at any time to discuss any of the matters listed below in accordance with Chapter 551 of the Texas Government Code, Vernon's Civil Statutes, Subchapter D, as it pertains to private consultation with the Corporation's attorneys (§551.071), personnel matters (§551.074) and land acquisition (§551.073). THE BELOW LISTED ITEMS MAY BE DISCUSSED AND ACTED UPON, IF APPROPRIATE IN OPEN SESSION.

02. Approval of minutes for **August 19, 2025.**

03. Public comments:

04. Presentation by Ivan Garcia on a not-for-profit subdivision.

05. Update on RO CIP
- **A.** Doolittle R.O.
- **B.** Owassa R.O.

06. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#05 and #07-F** for the month of **September.**
- **A.** R.W. Harden and Associates, Inc.

07. Update and Report on the following projects:
- **A.** Donna Regional Wastewater Treatment Plant Phase 2
- **B.** Construction Phase of the Weslaco Area Wastewater Project
- **C.** Mile 6 West Road Right of Way Project
- **D.** Water Tower South of Donna
- **E.** CIP Phase II
- **F.** Report on La Feria Well.
  - **(1)** Consideration and possible approval of increasing the pilot study budget.
- **G.** Nolana Loop CSJ 0921-02-361 Project
  - **(1)** Consideration and possible approval of entering into a memorandum of understanding (MOU) with Hidalgo County Precinct 2 for the Nolana Loop Project.
- **H.** Report on first time water service for Cameron and Willacy Counties.
- **I.** FM 491 Waterline Relocation Project

08. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#07** for the month of **September.**

09. Consideration and possible approval of authorizing management to look for an engineer to develop an asset management program.

10. Consideration and possible approval of a Water CCN Buyout for Gratitude Grove Subdivision, an 18.623-acre tract, more or less, being the south 19.52 acres of lot 10, section 244, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, to the City of Edinburg. The area consists of a 117- lot development. *See Item **20. B**.

11. Consideration and possible approval of a Water CCN Buyout for Los Prados Phase I, II, and III Subdivision(s), being a tract of land containing 45.716 acres out of Lots 9, 10, 15, and 16, Block 82, Capisallo District Subdivision, City of Mercedes Hidalgo County, Texas according to the plat thereof recorded in Volume "P", Page 227, Hidalgo County Deed Records. The area consists of a combined total of a 277-lot development. *See Items **20. E, F, G**.

12. Consideration and possible approval of a Water CCN Buyout for Rodeo Estates Subdivision, a 40-acre tract of land, being the south 10 acres of Lot 4, Block 64, Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume P, Page 226, Deed Records, Hidalgo County, Texas, to the City of Mercedes. The area consists of a 211-lot development. *See Item **20. H.**

13. Consideration and possible approval of a Water CCN Buyout for **Gunnar BESS** Subdivision an area consisting of 9.763 acres of land out of Lot 5, Section 246, Texas-Mexican Railway Company Survey, located at 901 E. Chapin Rd., west of US Exp 281, to be transferred to the City of Edinburg. The area consists of a 1-lot development. **(This corrects the previously presented changes on July 22, 2025 and the 9 lots reported at the April 29, 2025, Board Meeting).**

14. Consideration and possible approval of establishing North Alamo WSC Elections Procedures and Timeline for the 2026 Annual Members' Meeting.

15. Consideration and possible approval of Financial Statement for **August, 2025,** Raul De Leon

16. Consideration and possible approval of purchasing new billing software.

17. Water Operations Report, Robert Rodriguez (Possible action):
    - **A.** Report on Meter Change Out – Billing 1
    - **B.** Proposed Agreed Order from the TCEQ

18. Wastewater Operations Report, Agustin Gomez (Possible action)
    - **A.** Report on Wastewater Treatment Plants and Collection Systems for **August, 2025**

19. General Manager's Report. (Possible Action)
    - **A.** Report on working with consolidated irrigation district, (formally known as Santa Cruz Dist 15), to clean up raw water intake at plant #2.
    - **B.** Report on the interconnect with the City of Primera.
    - **C.** Consideration and possible approval of hiring a contractor to build a fence around the La Feria well property.
    - **D.** Report on Rio Grande Valley Seawater Desal Project Briefing, (09/09/2025).
    - **E.** Discussion on consultant with NewGen Strategies & Solutions for a rate study.
    - **F.** Report on TRWA donation for Senator Adam Hinojosa.
    - **G.** Upcoming: Texas Desal **2025** Annual Conference, **Sept 23-26, 2025** in Bee Cave, TX

    October, 2025 Board Meeting (**2nd Tue 10/14/2025**, **3rd Tue 10/21/2025, or 4th Tue 10/28/2025)**

20. Consideration for Approval; Subdivisions.
    - **A.** ***Fontainebleau Ranches Subdivision**, **196** lots on 38 acres, located north of Benito A. Ramirez Rd. and west of Kenyon Rd., developer – GARCO, LTD **(City Sewer Service -Edinburg)** *originally approved 12/12/2024 with **198** lots, needs to be amended to **196 lots**; acreage, location, and developer remain the same.

B. **Gratitude Grove Subdivision, 117 lots on 18.623 acres, located south of Rogers Rd., and east of Business 281, developer – JAR Group Investments, LP **(City Sewer Service – Edinburg)** *Originally approved 06/20/2023 as Closner Terrace Subdivision with 56 lots; needs to be amended with changes to name, increase number of lots from 56 to 117, and developer – from Latitude Investments, LLC to JAR Group Investments, LP.**See Item 10. Request Buyout to City of Edinburg

C. ***Hacienda De Milagros Subdivision, 4 lots on 3.75 acres,** located north of Mile 15 N Rd. and west of FM 88, developer – Juan Maldonado **(Septic Tanks)** *Originally approved 03/21/2023 with **8 lots on 5 acres**, needs to be amended to **4 lots on 3.75 acres**, location and developer remain the same.

D. ***Lomas Del Valle Subdivision, 4 lots on 11.28 acres, located east of Mile 1 W Rd. and south of Mile 10 N Rd., developer – Jose Luis Guajardo **(Septic Tanks)** *Originally approved **07/23/2024 with 6 lots**, needs to be amended to **4 lots**, acreage, location and developer remain the same.

E. ****Los Prados Subdivision Phase I, 55 lots on 16.238 acres, located on the northwest corner of FM 491 and Mile 9 N Rd., developer – Valley Affordable Housing, LLC **(City Sewer Service – Mercedes)** **See Item 11. Request Buyout - Mercedes

F. ****Los Prados Subdivision Phase II, 84 lots on 8.834 acres, located on the northwest corner of FM 491 and Mile 9 N Rd., developer – Valley Affordable Housing, LLC **(City Sewer Service – Mercedes)** **See Item 11. Request Buyout - Mercedes

G. ****Los Prados Subdivision Phase III, 138 lots on 20.644 acres, located on the northwest corner of FM 491 and Mile 9 N Rd., developer – Valley Affordable Housing, LLC **(City Sewer Service – Mercedes)** **See Item 11. Request Buyout - Mercedes

H. ****Rodeo Estates Subdivision, 211 lots on 40 acres, located on the southeast corner of FM 491 and Mile 9 N Rd., developer – Daniec Development Inc – Victor J Daniec, CEO **(City Sewer Service – Mercedes)** **See Item 12. Request Buyout- Mercedes

I. **Santa Trinidad Ranch Subdivision, 2 lots (1 existing) on 5 acres, located north of Eldora Rd. and west of Tower Rd., developer – Ernesto Guajardo **(Septic Tanks)**

J. **Timberwolve Estates Subdivision, 29 lots on 8.30 acres, located east of Val Verde Road and north of Minnesota Road, developer – Elias Lozano **(NAWSC WW)**

These subdivisions are subject to the Corporation's rules and regulations.

21. Consideration and possible approval of accepting finished subdivisions for **August, 2025**:

Subdivision Name	**Date Finished**
A. City Place at Chapin Subdivision	02/04/2025
B. Maravillas Estates Phase 4 Subdivision	08/26/2025

22. Consideration for Approval; Membership Applications, Installations, Membership Transfers, and Membership Cancellations.

23. The Regular Session will be recessed and the Board will enter into Executive Session according to Tex. Gov. Code Chapter §551.071, §551.074 and §551.073 to consider and discuss the following:

A. Report on being served with a citation.

24. The Board will return to Regular Session and may take action on the following:

A. Report on being served with a citation.

The Board may reconvene in Executive and Open Session from time to time and may take ACTION in Open Session regarding the above listed items to discussion.

25. Adjourn.

I certify that this is a true copy of the Agenda for the **September 16, 2025,** meeting of the Board of Directors of North Alamo Water Supply Corporation.

Steven P. Sanchez, General Manager

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
February 17, 2026

Present	**Staff**	**Other**
Steve D Krenek	Steven Sanchez	Richard Fryer – Corp. Attorney
Samuel Ruiz	Robert Rodriguez	Mike Hernandez – Melden & Hunt Eng.
Thomas Jendrusch	Irma Tamez	Zac Coventry – 5
Martin Drewry	Robyn Rodriguez	
Michael England	Sylvia Cantu	
Dustin Swanberg	Agustin Gomez	
Abdiel Cuevas	Susan Headley	
Anna Flores		

1. **Agenda Item #1.** The meeting was called to order by President Steve D. Krenek at 1:00 p.m.

2. **Agenda Item #2.** Mr. England moved for the approval of the minutes of January 17, 2026. Mr. Jendrusch seconded and the motion carried with all in favor.

3. **Agenda Item #3.** No public comments

4. **Agenda Item #4.** Update on RO CIP
   A. Doolittle R.O. - $4,121.50
   B. Owassa R.O.
   Mr. England moved for the approval to authorize management to solicit RFQ's for a new engineer on R.O. CIP. Mr. Jendrusch seconded and motion carried with all in favor.

5. **Agenda Item #5.** Mr. Drewry moved for the approval of payment for all related invoices for the above-mentioned projects on Item #04 and #06-F for the month of February.
   A. R.W. Harden and Associates - $1,857.50
   Mr. Cuevas seconded and motion carried with all in favor.

6. **Agenda #6.** A presentation was made by Mike Hernandez with Melden & Hunt Engineering on the following projects.
   A. Donna Regional Wastewater Treatment Plant Phase 2
   B. Construction Phase of the Weslaco Area Wastewater Project
   C. Mile 6 West Road Right of Way Project -$3,750.00
   D. Water Tower South of Donna
   E. CIP Phase II
   F. Report on La Feria Well - $20,093.00
   G. Nolana Loop CSJ 0921-02-361 Project
   H. Report on first time water service for Cameron and Willacy Counties - $16,200.00
   I. Monte Alto Tower - $219,450.00
   J. Water Plant No. 4 Water Reservoir - $3,201.81
   K. City of Primera Interconnect – Mr. Jendrusch moved to approve the lowest bid in the amount of $47,500.00 to Water Pro Constructors. Mr. England seconded and motion carried with all in favor.
   L. 12" Water line on Mile 7 West Road and north of FM 1925.

7. **Agenda Item #7.** Mr. England moved for the approval of payment for all related invoices for the above-mentioned projects on Item **#06** for the month of February. Mr. Swanberg seconded and motion carried with all in favor.

8. **Agenda Item #8.** Mr. Ruiz moved for the approval of amending the Water CCN Buyout for Gratitude Gove Subdivision, an 18.623-acre tract, more or less, being the south 19.52 acres of lot 10, section 244, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, to City of Edinburg. The area to be amended consists of a 124-lot development, not 117-lots as approved on 09/16/25. *See Item **14. B**. Mr. Cuevas seconded and the motion carried with all in favor.

9. **Agenda Item #9.** Ms. Flores moved for the approval of declaring a non-contested election for 2026 Board of Directors election, pursuant to Texas Water Code Section 67.0052(b) and 67.0055. Mr. Drewry seconded and the motion carried with in favor.

10. **Agenda Item 10.** Mr. Jendrusch moved for the approval of Financial Statement for January, 2026 as presented by Sylvia Cantu. Mr. Cuevas seconded and the motion carried with all in favor.

11. **Agenda Item #11**. Water Operations Report, Robert Rodriguez
    - **A.** Report on Water Plant and Distribution Projects
    - **B.** Report on TCEQ Notice of Violations – CCR, TTHM, Selenium

12. **Agenda Item #12.** Wastewater Operations Report, Agustin Gomez
    - **A.** Report on Wastewater Treatment Plants and Collection Systems for January, 2026

13. **Agenda Item #13.** General Manager's Report
    - **A.** Report on the Washington DC Rural Water Rally
    - **B.** Report on the RGV Sea Water Desal Project
    - **C.** Report on the Brush County Groundwater Conservation District Meeting
    - **D.** Report on TRWA's Annual Convention in Arlington, Texas
      - **(1)** Appoint a Delegate and Alternate Delegate - Mr. England moved for the approval of appointing Steve Krenek as delegate and Alternate Delegate – Martin Drewry. Mr. Cuevas seconded and the motion carried with all in favor.
    - **E.** Report on Celebrating Our Veteran Employees

    March, 2026 Board Meeting 03/17/26

14. **Agenda Item #14.** Mr. Ruiz moved for the approval of the following subdivisions:
    - **A.** Founders ROW Subdivision, 3 lots on 20.0 acres, located on the north side of FM 490 and east of Fern Rd., developer – David M. Nerio (Septic Tanks)
    - **B.** *Gratitude Grove Subdivision, 124 lots on 18.623 acres, located south of Rogers Rd., and east of Business 281, developer – JAR Development, LP (City Sewer Service – Edinburg) * needs to be amended again with changes to # of lots from 117 to 124, and developer to JAR Development, LP; on 09/16/2025 Amended with changes to name, increase number of lots from 56 to 117, and developer name to JAR Group investments, LP; Subdivision was Originally approved 06/20/2023 as Closner Terrace Subdivision with 56 lots; developer – Latitude Investments, LLC **(09/16/25 Request Buyout to City of Edinburg
    - **C.** *Jalpa Oaks Subdivision, 40 lots on 17.280 acres, located west of I Rd. and north of Alberta Rd., developer – Luis Arechiga (City Sewer Service – Edinburg) *originally approved on 06/16/2022 with 42 lots on 17.373 acres; needs to be amended to 40 lots on 17.280 acres, no changes to location or developer.

D. *Minnesota Springs Subdivision, 122 lots on 36.30 acres, located on the northwest corner of Val Verde and Minnesota Rds., developer - Krys Weyand (NAWSC WW) *originally approved on 06/17/2025 with 139 lots; needs to be amended to 122 lots, no changes to acreage, location, or developer.
E. San Felippo Estates Subdivision, 11 lots on 10 acres, located on the northeast corner of FM 506 and San Felippo Rd., developer – La Casa Gardens Land Company, LLC (Septic Tanks)
F. *Tesoro Phase I Subdivision, 93 lots on 22.63 acres, located on west of Doolittle Rd., and south of Davis Rd., developer – Fortis Land Company, LLC (City Sewer Service – Edinburg) *originally approved on 06/17/2025 with 94 lots; needs to be amended to 93 lots, no changes to acreage, location, or developer.

These subdivisions are subject to the Corporation's rules and regulations. Mr. Drewry seconded and the motion carried with all in favor.

15. **Agenda Item #15.** Mr. Jendrusch moved for the approval of accepting finished subdivisions of January, 2026:

Subdivision Name	**Date Finished/Recorded**
A. Maria Rivera Subdivision	12/17/2025
B. Presidio Square Phase 1 Subdivision	12/05/2025

Mr. Drewry seconded the motion carried with all in favor.

16. **Agenda Item #16.** Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Cuevas seconded and the motion carried with all in favor.

17. **Agenda Item #17.** The Board will go into executive session to discuss the following:
A. Discussion and possible approval of purchasing land close to NAWSC Plant No. 5

18. **Agenda Item #18.** No executive session

19. **Agenda Item #19.** Mr. Drewry moved to adjourn the meeting at 2:32 p.m. Mr. Ruiz seconded and the motion carried with all in favor.

Irma Tamez, Recording

Martin Drewry – Secretary

Steve D. Krenek – President

A Regular Meeting of the Board of Directors of North Alamo Water Supply Corporation will be held at **1:00 p.m. Tuesday, March 17, 2026,** at the Main Office located at 420 S. Doolittle Road, Edinburg, Texas.

At that time the following items will be considered for approval:

AGENDA

01. Call Meeting to Order.

The North Alamo Water Supply Corporation reserves the right to adjourn into Executive Session at any time to discuss any of the matters listed below in accordance with Chapter 551 of the Texas Government Code, Vernon's Civil Statutes, Subchapter D, as it pertains to private consultation with the Corporation's attorneys (§551.071), personnel matters (§551.074) and land acquisition (§551.073). THE BELOW LISTED ITEMS MAY BE DISCUSSED AND ACTED UPON, IF APPROPRIATE IN OPEN SESSION.

02. Approval of minutes for **February 17, 2026.**

03. Public comments:

04. Consideration and possible approval of renewing North Alamo's employee health plan as recommended by Scott Baker with Baker Benefits.

05. Consideration and possible approval of accepting North Alamo's 2025 Audit as presented by Burton, McCumber & Longoria.

06. Update on RO CIP
- **A.** Doolittle R.O.
- **B.** Owassa R.O.

07. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#06 and #08-F** for the month of **March.**
- **A.** R.W. Harden and Associates, Inc.

08. Update and Report on the following projects:
- **A.** Donna Regional Wastewater Treatment Plant Phase 2
- **B.** Construction Phase of the Weslaco Area Wastewater Project
- **C.** Mile 6 West Road Right of Way Project
- **D.** Water Tower South of Donna
- **E.** CIP Phase II
- **F.** Report on La Feria Well.
- **G.** Nolana Loop CSJ 0921-02-361 Project
- **H.** Report on first time water service for Cameron and Willacy Counties.
- **I.** Monte Alto Tower
- **J.** Water Plant No. 4 Water Reservoir
- **K.** City of Primera Interconnect
- **L.** 12" Water line on Mile 7 West Road and north of FM 1925

09. Consideration and possible approval of payment for all related invoices for the above-mentioned projects on Item **#08** for the month of **March.**

10. Consideration and possible approval of amending the Water CCN Buyout for Rodeo Estates Subdivision, a 40-acre tract of land, being the south 10 acres of Lot 4, Block 64, Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume P, Page 226, Deed Records, Hidalgo County, Texas, to the City of Mercedes. The area now consists of a **208-**lot development, not 211 lots as approved on 09/16/2025. *See Item **17.F.**

11. Consideration and possible approval of passing a Certificate of Resolution to add secretary/treasurer as a signatory to North Alamo's bank accounts.

12. Consideration and possible approval of Financial Statement for **February, 2026,** Sylvia Cantu

13. Consideration and possible approval of authorizing President and/or General Manager to execute an engagement letter with Burton McCumber & Longoria, LLP, for North Alamo's **2025 401(K) Audit**.

14. Water Operations Report, Robert Rodriguez (Possible action):
    - **A.** Report on Water Plant and Distribution Projects
    - **B.** Report on TCEQ Notice of Violations
    - **C.** Report on Refurbish of Monte Alto Water Tower

15. Wastewater Operations Report, Agustin Gomez (Possible action)
    - **A.** Report on Wastewater Treatment Plants and Collection Systems for **February, 2026**

16. General Manager's Report. (Possible Action)
    - **A.** Report on the Water/Wastewater Conference in Eagle Pass, Feb 25-27, 2026.
    - **B.** Report on the South Texas Water Utilities Managers' Association meeting, Mar 05, 2026.
    - **C.** Report on TRWA's Annual Convention in Arlington, Texas
    - **D.** Consideration and possible approval of applying for the HB 500 monies and have our engineer design the 2 MGD RO plant at plant #7, a new 1 MGD skid at Lasara, and to also include the La Feria RO Project.
    - **E.** Consideration and possible approval of drilling test wells at Plant #7 and the Lasara RO Plant.
    - **F.** Consideration and possible approval of authorizing staff and engineer to apply for funds from the Community Project Funding Program for fiscal year 2027, on behalf of Representative Monica De La Cruz.

    April, 2026 Board Meeting **(3rd Tue 04/21/2026 or 4th Tue 04/28/26)**

17. Consideration for Approval; Subdivisions.
    - **A.** **Grace Church Subdivision,** 4 lots on 10 acres, located on the southwest corner of FM 2812 and Skinner Rd., developer – Merelda Gonzalez **(Septic Tanks)**
    - **B.** **Hidalgo County Precinct 4 Community Resource Center Subdivision,** 1 lot on 4.0 acres, located on the north side of FM 2812 and west of Carmen Avila Rd., developer – Hidalgo County Precinct 4 **(City Sewer Service - Edinburg)**
    - **C.** **Jimenez Estates Subdivision,** 3 lots on 3 acres, located on the west side of Gwin Rd and north of Benito Ramirez Rd., developer – Orlando Jimenez **(Septic Tanks)**
    - **D.** **Mendoza Acres Subdivision,** 3 lots on 2.25 acres, located east of Doolittle Rd. and north of Benito Ramirez Rd., developers – Pete and Eduardina Mendoza **(City Sewer Service - Edinburg)**

E. **Puerto Del Sol Subdivision**, 52 lots on 10,262 acres, located east of FM 493 and north of Mile 10 N Rd., developer – International Terra Developing Corp. LLC **(NAWSC WW)**

F. ***Rodeo Estates Subdivision**, **208** lots on 40 acres, located on the southeast corner of FM 491 and Mile 9 N Rd., developer – Daniec Development Inc – Victor J Daniec, CEO **(City Sewer Service – Mercedes)** *originally approved on 09/16/2025 with 211 lots; needs to be amended to **208** lots, no changes to name, acreage, location, or developer *See Item 10. Request to amend Buyout- Mercedes

G. **Santa Cruz Ranches Phase 5 Subdivision,** 59 lots on 68.88 acres, located east of FM 493 and north of Mile 22.5 N Rd., developer – Sana Cruz Properties, LTD **(Septic Tanks)**

H. **Trasky Subdivision**, 2 lots on 0.4306 acres, located on the east side of Valley View Rd. north of Business 83 (SEC of Valley View Rd and Yoli Lane), developer – Trasky Holdings, LLC **(City Sewer Service** – Donna)

I. **Zares Subdivision,** 6 commercial lots on 20.0 acres, located on the northeast corner of Tower & Eldora Rds., developer – Alberto Cazares **(NAWSC WW)**

These subdivisions are subject to the Corporation's rules and regulations.

18. Consideration and possible approval of accepting finished subdivisions for **February, 2026**:

	Subdivision Name	**Date Finished/Recorded**
A.	DG Veterans Subdivision	12/23/2025
B.	Pulido's Subdivision	08/04/2025
C.	Mirasol Country Estates Subdivision	02/11/2026
D.	Lomas Del Valle Subdivision	01/21/2026
E.	JV Subdivision Phase 3	01/27/2026
F.	Golden Cantu Estates Subdivision	01/09/2026
G.	Sunset Acres Subdivision	02/11/2026

19. Consideration for Approval; Membership Applications, Installations, Membership Transfers, and Membership Cancellations.

20. The Regular Session will be recessed and the Board will enter into Executive Session according to Tex. Gov. Code Chapter §551.071, §551.074 and §551.073 to consider and discuss the following:

A. Discussion and possible approval of purchasing land close to NAWSC Plant No 5.

21. The Board will return to Regular Session and may take action on the following:

A. Discussion and possible approval of purchasing land close to NAWSC Plant No. 5.

The Board may reconvene in Executive and Open Session from time to time and may take ACTION in Open Session regarding the above listed items to discussion.

22. Adjourn.

I certify that this is a true copy of the Agenda for the **March 17, 2026,** meeting of the Board of Directors of North Alamo Water Supply Corporation.

Steven P. Sanchez, General Manager

OWNER'S ACKNOWLEDGMENT
THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **GRATITUDE GROVE SUBDIVISION** ADDITION OF THE CITY OF EDINBURG, TEXAS, 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.

_____ _____
JAIME A. RODRIGUEZ, MANAGER DATE
JAR GROUP DEVELOPMENT, LP
3907 S. SUGAR RD.
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JAIME A. RODRIGUEZ** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES_____

CHAIRMAN, PLANNING COMMISSION

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

_____ _____
CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

MAYOR, CITY OF EDINBURG

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

_____ _____
MAYOR, **CITY OF EDINBURG** DATE

ATTEST:

_____ _____
CITY SECRETARY DATE

APPROVED BY IRRIGATION DISTRICT #1

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE_____ DAY OF _____ 20____.

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

BY: _____ ATTEST: _____
PRESIDENT SECRETARY

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

_____ _____
OMAR CANO, P.E. DATE
LICENSE PROFESSIONAL ENGINEER No. 120081

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
MANUEL CARRIZALES, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6388
SURVEY FIRM No. 10194417

METES AND BOUNDS

A 18.623 ACRE TRACT, OUT OF LOT 10, SECTION 244, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AS CONVEYED TO EIA PROPERTIES, LTD, BY VIRTUE OF DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NUMBER: 1405908, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE SOUTH 30 FEET OF THE SOUTH 19.52 ACRE TRACT AS CONVEYED TO RICHARD A. GARZA BY DEED WITHOUT WARRANTY DATED APRIL 26, 2001 FROM HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, RECORDED UNDER DOCUMENT NO. 965283, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 18.623 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A PK-NAIL WITHIN ROGERS ROAD, FOR THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 244, SECTION 244, THENCE SOUTH 08 DEGREES 53 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 10, BLOCK 244, A DISTANCE OF 668.00 FEET TO A CALCULATED POINT [N:16644553.4528, E:1097680.5013] FOR THE NORTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, SOUTH 08 DEGREES 53 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 10, BLOCK 244, A DISTANCE OF 622.00 FEET TO A HALF 1/2-INCH IRON ROD FOUND WITH A CAP STAMPED "4856", FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81 DEGREES 06 MINUTES 40 SECONDS WEST, PARALLEL TO THE SOUTH LINE OF SAID LOT 10, BLOCK 244 AND ALONG THE NORTH LINE OF SAID SAVE AND EXCEPT TRACT, AT A DISTANCE OF 1,279.20 FEET PASS A HALF 1/2-INCH IRON ROD WITH A CAP STAMPED "4856" FOUND AT THE EAST RIGHT-OF-WAY LINE OF SAID N. CLOSNER BOULEVARD [U.S. HIGHWAY 281], CONTINUING A TOTAL DISTANCE OF 1,304.20 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID LOT 10, BLOCK 244, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08 DEGREES 53 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 10, BLOCK 244, A DISTANCE OF 622.00 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID LOT 10, BLOCK 244, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

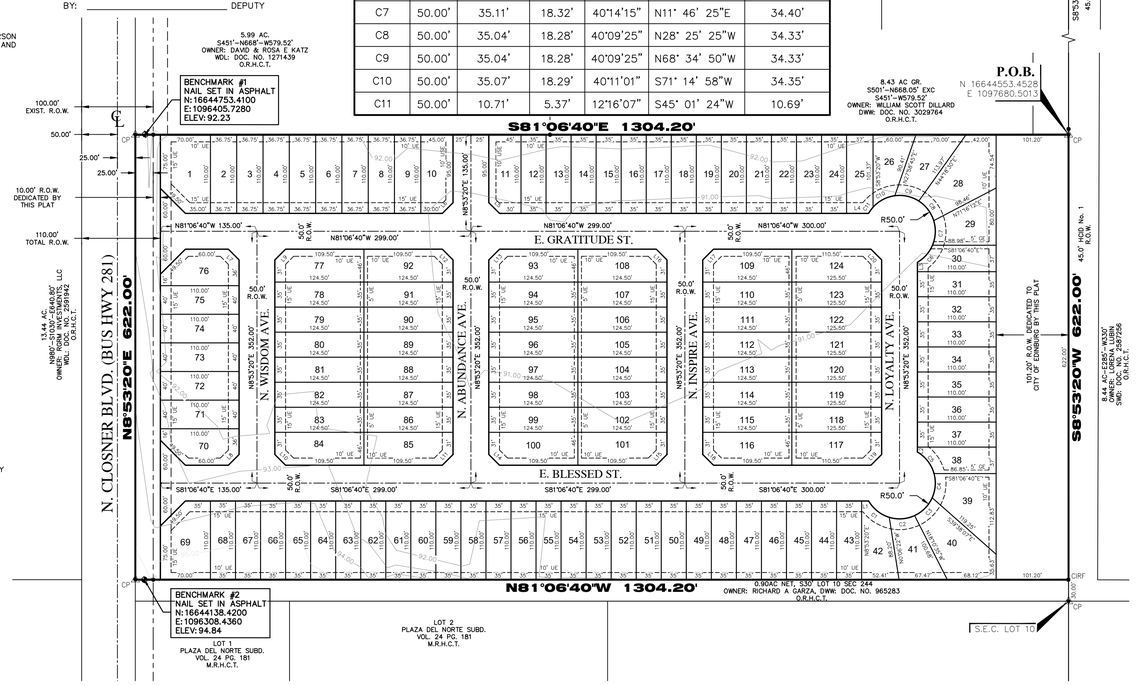
THENCE, SOUTH 81 DEGREES 06 MINUTES 40 SECONDS EAST (RECORD ~ EAST), PARALLEL TO THE SOUTH LINE OF SAID LOT 10, BLOCK 244, AT A DISTANCE OF 25.00 FEET PASS A HALF 1/2-INCH IRON ROD FOUND AT THE EAST RIGHT-OF-WAY LINE OF SAID N. CLOSNER BOULEVARD [U.S. HIGHWAY 281], CONTINUING A TOTAL DISTANCE OF A 1,304.20 FEET TO THE POINT OF BEGINNING CONTAINING 18.623 ACRES OF LAND MORE OR LESS.

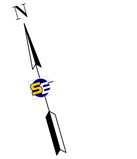
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

BY: _____ DEPUTY

Curve Data						
Curve #	Radius	Arc Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	37.78'	19.84'	43°17'22"	S42° 45' 21"E	36.89'
C2	50.00'	36.33'	19.01'	41°37'52"	S85° 12' 58"E	35.54'
C3	50.00'	35.79'	18.70'	41°00'43"	N53° 27' 45"E	35.03'
C4	50.00'	34.63'	18.04'	39°41'07"	N13° 06' 50"E	101.47'
C5	50.00'	38.73'	20.40'	44°22'57"	N28° 55' 12"W	102.82'
C6	50.00'	32.29'	16.73'	36°59'48"	N50° 23' 26"E	31.73'
C7	50.00'	35.11'	18.32'	40°14'15"	N11° 46' 25"E	34.40'
C8	50.00'	35.04'	18.28'	40°09'25"	N28° 25' 25"W	34.33'
C9	50.00'	35.04'	18.28'	40°09'25"	N68° 34' 50"W	34.33'
C10	50.00'	35.07'	18.29'	40°11'01"	S71° 14' 58"W	34.35'
C11	50.00'	10.71'	5.37'	12°16'07"	S45° 01' 24"W	10.69'





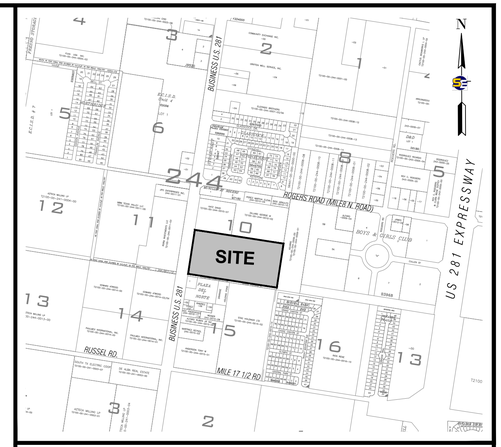
BEARING BASIS-TEXAS STATE PLANE
COORDINATE SYSTEM TEXAS SOUTH ZONE 4205
VERTICAL AND HORIZONTAL DATUM
(NAD83, NAVD88, GEOID 12B)

LEGEND

●IRF	IRON ROD FOUND "IRF" "CIRF"
OIRS	IRON ROD SET "IRS"
⊕CP	CALCULATED POINT "CP"
⊘PKF	PKNAIL FOUND
DE	DRAINAGE EASEMENT DEDICATED BY THIS PLAT
GE	GENERAL EASEMENT DEDICATED BY THIS PLAT
ROW	RIGHT-OF-WAY DEDICATED BY THIS PLAT
UE	UTILITY EASEMENT DEDICATED BY THIS PLAT
SF	SQUARE FOOT

GENERAL NOTES

1. THIS PLAT IS CONTAINED WITHIN THE CITY OF EDINBURG CORPORATE LIMITS.
2. LAND USE: SINGLE-FAMILY RESIDENTIAL
   ZONE DISTRICT: RU – RESIDENTIAL, URBAN & TOWNHOME
3. BUILDING LINES:
   FRONT: 10' OR EASEMENT LINE WHICHEVER IS GREATER
   FRONT CUL-DE-SAC: 15' OR EASEMENT LINE WHICHEVER IS GREATER
   GARAGE: 18' OR EASEMENT LINE WHICHEVER IS GREATER
   REAR: 10' OR EASEMENT LINE WHICHEVER IS GREATER
   SIDE: 0'/6' OR EASEMENT LINE WHICHEVER IS GREATER
   STREET SIDE: 10' OR EASEMENT LINE WHICHEVER IS GREATER
4. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (SHADED).
   THIS PROPERTY LIES IN ZONE X AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD ACCORDING TO COMMUNITY-PANEL NO. 480338 0015 D, REVISED MAY 14, 2001 TO REFLECT LOMR CASE No. 01-06-1095P.
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF LOT.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 103,332 CUBIC-FEET OR 2.47 ACRE-FEET OF STORM WATER RUNOFF.
7. NO STRUCTURE SHALL BE PERMITTED WITHIN ANY UTILITY, ELECTRICAL, IRRIGATION, DRAINAGE EASEMENT.
8. PROPOSED STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
9. A 5 FOOT WIDE MINIMUM SIDEWALK AND ADA RAMPS SHALL BE INSTALLED ALONG N. CLOSNER BLVD. DURING SUBDIVISION STAGE.
10. A 5 FOOT WIDE MINIMUM SIDEWALK IS REQUIRED DURING BUILDING PERMIT BY LOT OWNERS.
11. SAID SUBDIVISION SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG LATEST REQUIREMENTS AND SPECIFICATIONS.
12. 50% OF PARK LAND FEE ($300) PER LOT WILL BE DUE AT BUILDING PERMIT STAGE.
13. ALL LOTS SHALL HAVE A 1% SLOPE FROM THE FRONT TO REAR OF LOTS.
14. DIRECT DRIVEWAY ACCESS PROHIBITED ONTO N. CLOSNER BLVD FROM LOT 1 & LOTS 69-76.
15. HOA OR LOT 1 & LOTS 69-76 OWNERS, IF HOA IS DISSOLVED, SHALL BE RESPONSIBLE TO MAINTAIN LANDSCAPING ALONG N. CLOSNER BLVD.
16. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
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 IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
18. ALL LOT CORNER SHALL HAVE A 1/2 INCH IRON ROD WITH PINK CAP STAMPED "C.L.S. RPLS #6388" SET.



LOCATION MAP
SCALE: 1" = 1000'

PRINCIPAL CONTACTS			
	NAME	ADDRESS	PHONE
OWNER:	JAR GROUP DEVELOPMENT, LP	3907 S. SUGAR RD. EDINBURG, TX 78539	(956)207-1740
ENGINEER:	OMAR CANO, P.E.	135 PASEO DEL PRADO SUITE 7 EDINBURG, TX 78539	(956)403-1314
SURVEYOR:	MANUEL CARRIZALES, RPLS	4807 GONDOLA AVE. EDINBURG, TEXAS 78542	(512)470-1489

Lot Area Table	
Lot #	Area (Sq.Ft.)
1	7,088
2	4,042
3	4,043
4	4,043
5	4,043
6	4,043
7	4,043
8	4,043
9	4,042
10	4,838
11	4,838
12	3,850
13	3,850
14	3,850
15	3,850
16	3,850
17	3,850
18	3,850
19	3,850
20	3,850
21	3,850
22	3,850
23	3,850
24	3,850
25	4,041

Lot Area Table	
Lot #	Area (Sq.Ft.)
26	4,035
27	4,723
28	7,574
29	4,948
30	3,765
31	3,850
32	3,850
33	3,850
34	3,850
35	3,850
36	3,850
37	3,850
38	3,631
39	6,443
40	7,095
41	4,508
42	4,431
43	3,850
44	3,850
45	3,850
46	3,850
47	3,850
48	3,850
49	3,850
50	3,850

Lot Area Table	
Lot #	Area (Sq.Ft.)
51	3,850
52	3,850
53	3,850
54	3,850
55	3,850
56	3,850
57	3,850
58	3,850
59	3,850
60	3,850
61	3,850
62	3,850
63	3,850
64	3,850
65	3,850
66	3,850
67	3,850
68	3,850
69	7,088
70	4,885
71	4,400
72	4,400
73	4,400
74	4,400
75	4,400

Lot Area Table	
Lot #	Area (Sq.Ft.)
76	4,885
77	5,614
78	4,357
79	4,357
80	4,357
81	4,357
82	4,357
83	4,357
84	5,614
85	5,614
86	4,357
87	4,358
88	4,358
89	4,358
90	4,358
91	4,358
92	5,614
93	5,614
94	4,357
95	4,357
96	4,357
97	4,357
98	4,357
99	4,357
100	5,614

Lot Area Table	
Lot #	Area (Sq.Ft.)
101	5,614
102	4,358
103	4,358
104	4,358
105	4,357
106	4,358
107	4,357
108	5,614
109	5,614
110	4,357
111	4,357
112	4,357
113	4,358
114	4,358
115	4,357
116	5,614
117	5,660
118	4,393
119	4,393
120	4,393
121	4,393
122	4,393
123	4,392
124	5,660

Line Data		
Line #	Bearing	Length
L1	S81°06'40"E	9.70'
L2	N8°53'20"E	7.16'
L3	N8°53'20"E	13.24'
L4	N81°06'40"W	30.70'
L5	N36°06'40"W	21.21'
L6	N53°53'20"E	21.21'

Line Data		
Line #	Bearing	Length
L7	N36°06'40"W	21.21'
L8	N53°53'20"E	21.21'
L9	N53°53'20"E	21.21'
L10	N36°06'40"W	21.21'
L11	S53°53'20"W	21.21'
L12	S36°06'40"E	21.21'

Line Data		
Line #	Bearing	Length
L13	N53°53'20"E	21.21'
L14	N36°06'40"W	21.21'
L15	S53°53'20"W	21.21'
L16	S36°06'40"E	21.21'
L17	N53°53'20"E	21.21'
L18	N36°06'40"W	21.21'

Line Data		
Line #	Bearing	Length
L19	S53°53'20"W	21.21'
L20	S36°06'40"E	21.21'

SUPREME ENGINEERING

SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
135 PASEO DEL PRADO SUITE 7
EDINBURG, TX 78539

GRATITUDE GROVE SUBDIVISION

BEING A 18.623 ACRE TRACT OUT OF LOT 10, SECTION 244, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

North Alamo Water Supply Corp.
420 S. Doolittle Road
Edinburg, Texas 78542

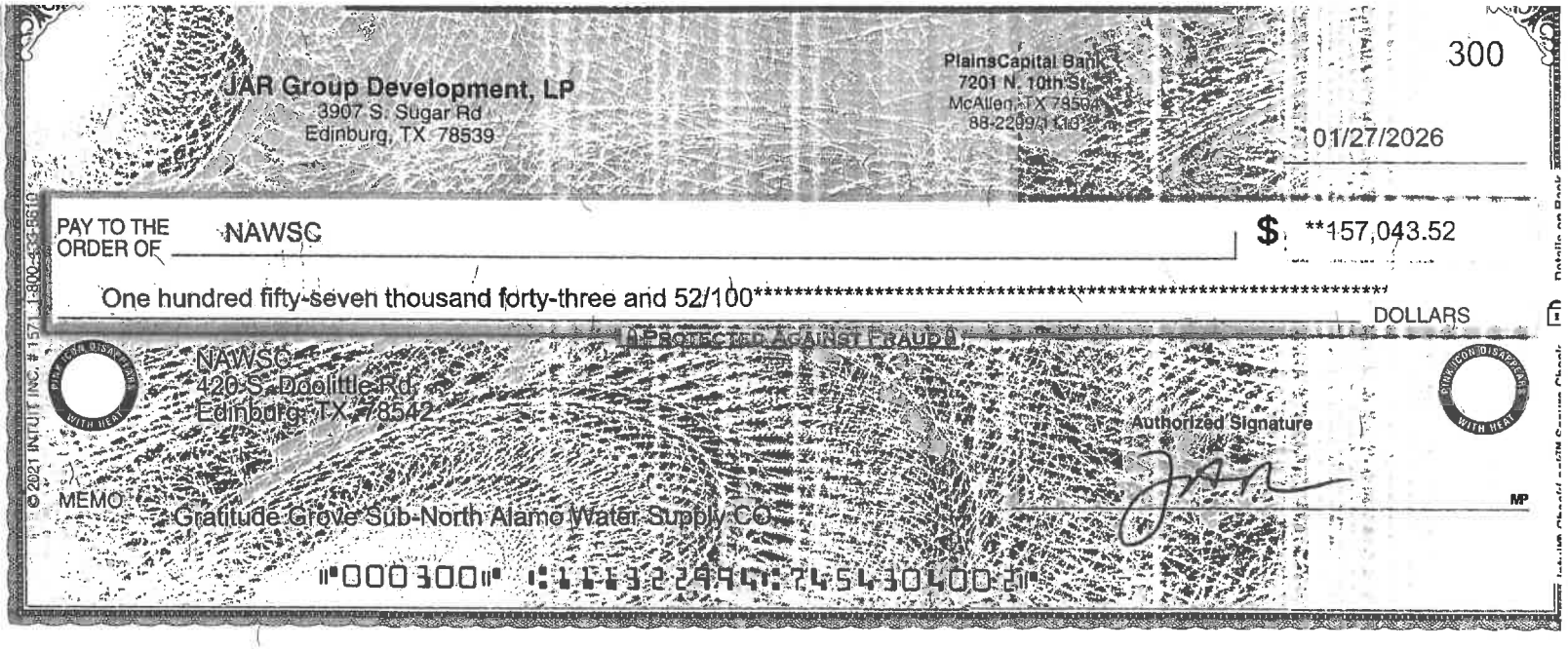
Sales Receipt

Date	Sale No.
01/28/26	2026-01

Sold To
JAR Group Development, LP

Check No.	Payment Method	Rep
300	Check	RD

Description	Qty	Rate	Amount
Deferred Revenue		157,043.52	157,043.52
Gratitude Grove Buyout		**Total**	157,043.52



JAR Group Development, LP - PCB 300

01/27/2026 **NAWSC**

	Gratitude Grove Sub-North Alamo Water Supply CO	157,043.52

JAR Group Development LP (4002) - 2	Gratitude Grove Sub-North Alamo Water Supply CO	157,043.52

SUPREME ENGINEERING, PLLC
135 Paseo del Prado Ste, 7
Edinburg, TX 78539

May 22, 2023

Richard Garcia
Construction Support Group Supervisor
North Alamo Water Supply Corp.
420 S. Doolittle Rd.
Edinburg, TX 78542

RE: Gratitude Grove Subdivision Utilities Narrative

Mr. Garcia,

As requested, below find the water and sewer narrative for the aforementioned subdivision.

A 18.623 acre tract, more or less, being the south 19.52 acres, of lot 10, section 244, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, As per map or plat thereof recorded in volume 1, page 12, map records, Hidalgo County, Texas. This is a 117-lot townhome subdivision located along Closner Blvd (Business 281) between Mile 17 ½ Rd and Rogers Rd. within the limits of City of Edinburg.

Proposed portable water will be provided by City of Edinburg. A new 8 inch water line will be installed connecting from an existing 8 inch water line along Closner Blvd. The water line will be extended east and loop back west to the existing 8 inch line. Lot will have a double 2" water meter service. Additionally, 9 fire hydrants will be connected for this subdivision to comply with fire regulations.

Sanitary sewer service will be provided by City of Edinburg. A new sanitary sewer line will be installed connecting from an existing 12" line along the west side of Closner Blvd. Each lot will have a single 4" sanitary sewer service connection ready.

Sincerely,

, P.E.

Omar Cano, P.E., C.F.M

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

Supreme Engineering, PLLC

Civil Engineering Consultants
135 Paseo del Prado Ste. 7
Edinburg, TX 78539

May 22, 2023

North Alamo Water Supply Co. (NAWSC)
Attention: Board Members
420 S. Doolittle Rd.
Edinburg, TX 78542

Reference: **Gratitude Grove Subdivision**

Subject: **CCN Buyout**

Dear NAWSC Board Members,

Supreme Engineering on behalf my client, Jaime Rodriguez, manage/owner of JAR Group Investment, LP is requesting the NAWSC to convey, transfer or sell the water facility Certificate of Convenience and Necessity (CCN) to City of Edinburg. City of Edinburg has adequate water infrastructure with an 8-inch water line along Closner Blvd (Business 281) for this development to connect to.

The property consists of 18.623 acres in which a 117 single-family (townhomes) subdivision is proposed. The property is located along Closner Blvd (Business 281) between Mile 17 ½ Rd and Rogers Rd. within the City of Edinburg, Texas. The property legal description is as follows:

An 18.623-acre tract, more or less, being the south 19.52 acres, of lot 10, section 244, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, as per map or plat thereof recorded in volume 1, page 12, map records, Hidalgo County, Texas.

Enclosed are exhibits 1-3, consisting of the proposed subdivision plat, property topographical survey and water system layout all within NAWSC CCN boundary

Your consideration of this matter and prompt response would be greatly appreciated.

Should you have any questions or concerns, please do not hesitate to contact me at any time at (956) 272-2246 or omar.cano@supremeengineering.com

Sincerely,

, P.E.

Omar Cano, P.E., CFM
Principal Engineer/President

SUPREME ENGINEERING

THE CITY OF Edinburg

May 22, 2023

Omar Cano, P.E., C.F.M.
Supreme Engineering
135 Paseo Del Prado Ste 7
Edinburg, TX 78539

RE: **Water CCN Buyout for Gratitude Grove Subdivision**

Mr. Cano:

In response to your email May 17, 2023, please be advised that the City of Edinburg has the water available in the area in question and is willing to provide potable water service to the proposed subdivision. Once the buyout has been completed and an Interlocal Agreement between the City and NAWSC is executed, the city can provide the water service.

Services will be available when the owner of the property has extended the water services into their property and has met the requirements as set out in the City's 2021 Standards Manual.

If you have any questions or require additional information, please call me at (956) 388-8212.

Sincerely,

Digitally signed by Gerardo Carmona
Date: 2023.05.22 16:45:16 -05'00'

Gerardo Carmona Jr., P.E.
Director of Utilities

c: Tom Reyna – Assistant City Manager
Arturo Martinez – Director of Water Resources

EXHIBIT "3"

(CITY Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)