Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Gustavo De Leon, Commissioner District 3

Nurith Galonsky, Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro E. Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting**, on **July 7, 2026**, at **5:00 PM**, in the Commission Chambers, on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=mb0f8d1240d8f166059ae34c036f78f88

Meeting number: 2532 697 4533

Password: commission (26664774 when dialing from a video system)

Join by video system

Dial 25326974533@brownsvilletx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

1-844-621-3956 United States Toll Free

+1-650-479-3208 United States Toll

Access code: 253 269 74533

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act. At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

a) ROLL CALL

b) INVOCATION

c) PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

1) Recognizing "Parks and Recreation Month" (Commissioner G. De Leon; Commissioner B. Martinez)

2) Recognizing "The Brownsville Fire Department" (Commissioner G. De Leon; Commissioner B. Martinez)

3) Recognizing the "Brownsville Dynamite Volleyball Club" (Commissioner N. Galonsky; Mayor J. Cowen)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

PRESENTATION(S)

1) Review and Comparison of Organizational Culture Assessment Results: 2024 vs. 2025

CITY MANAGER'S UPDATE(S)

1) Brownsville Chamber of Commerce DC Fly-In: Federal Engagement and Advocacy Update

2) Recognizing the Office of the City Secretary for receiving the 2026 Achievement of Excellence Award from the Texas Municipal Clerks Association (TMCA).

3) Recognizing the Communications & Marketing Department and BrownsvilleTV for receiving the 2026 Texas Association of Municipal Information Officers (TAMIO) Award.

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Consideration and **ACTION** to reject proposals for RFP No.101-26-ODHR-RFP For Temporary Staffing Services. (Procurement Department)

2) Consideration and **ACTION** to approve the quote/proposal submitted by SHI Government Solutions, Inc. for Rubrik data protection, backup, disaster recovery, cybersecurity resilience, and Microsoft 365 data protection services, in the amount of $158,288.15, as budgeted, under proposed Contract No. 289-26-IT-CP. (Information Technology Department)

3) Consideration and **ACTION** to approve the Supportive Services Program allocation for Round 2 under the U. S. Housing and Urban Development (HUD) HOME American Rescue Plan (ARP) program. (Grants and Community Development)

4) Consideration and **ACTION** to authorize an Interlocal Agreement between the City of Brownsville and TxDOT for the installation and reimbursement for the operation and maintenance of the traffic signals within a municipality. (Engineering and Public Works Department)

5) Consideration and **ACTION** to approve the proposal submitted by Roadway Asset Services, LLC (RAS), in the amount of $276,366, as budgeted, for Pavement Management Services, under proposed Contract No. 298-26-EPW-CP, for a term of nine months. (Engineering and Public Works Department)

6) Consideration and **ACTION** to authorize contracts with Ceballos Lawn Care and NVS Corporate Services for Contract No. 135-26-HLH-RFP, Mowing Services for Vacant Lot, in an estimated amount of $55,000 annually per vendor, for a term of two (2) years with one (1) optional one-year renewal. (Health, Wellness & Animal Services)

7) Consideration and **ACTION** to authorize a contract with Noble Texas Builders, LLC in the amount of $457,709.00 for Contract No. 257-26-PRK-CP, for a term of 2.5 months (approximately 75 calendar days), for improvements at Morningside Park and Brownsville Sports Park for the Parks and Recreation Department. (Parks and Recreation Department)

8) Consideration and **ACTION** on **Resolution Number 2026-108** to accept the recommendation of the Brownsville Fire Department and authorize the appointment of Assistant Chief Ismael Gamboa to the Cameron County Emergency Communication District (CCECD) Board of Directors. (Fire Department)

9) Consideration and **ACTION** to approve **Resolution Number 2026-094** approving and entering into a multi-use agreement between the city of Brownsville and the Texas Department of Transportation (TXDOT) to improve five bus stops with monopoles located along the state right-of-way. (Brownsville Metro)

10) Consideration and **ACTION** to approve **Resolution Number 2026-098** designating an officer or employee to calculate the No-New-Revenue Tax Rate, Voter-Approval Tax Rate, and De Minimis Rate, if applicable, in accordance with section 26.04 of the Texas Tax Code for the Fiscal Year 2027 budget. (Financial Services)

11) Consideration and **ACTION** to discuss and approve **Resolution Number 2026-099** expressing official intent to reimburse with tax-exempt obligation proceeds costs associated with certain capital improvements. (Financial Services Department)

12) Consideration and **ACTION** on **Resolution Number 2026-103** authorizing preparation of an updated Service and Assessment Plan (SAP) for the Paseo De La Resaca Lighting and Landscaping Maintenance Public Improvement District (PID); calling for and authorizing the publication of a Notice of Public Hearing regarding the updated SAP and levy of the PID assessments under Chapter 311, Texas Tax Code, and such other matters related thereto. (Paseo De La Resaca PID Board)

13) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1806**, to annex into the City of Brownsville boundary limits, a property described as a 47.27-acre tract being Lot 1, Block 202, El Jardin Resubdivision, according to the map or plat thereof recorded in Volume 4, Page 48, Map Records of Cameron County, Texas, save and except all that part or portion thereof conveyed to the County of Cameron in deed dated November 18, 1993,

recorded in Volume 2658, Page 181, Official Records of Cameron County, Texas, located on South Dakota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

14) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-009**, to rezone from Commercial Corridor (CC) to Residential Estate (RE) to allow a single-family residence for 2.64 acres out of 5.0 acres out of the Baldauf 10.88-acre tract out of the C.B. Hamlet 47.9-acre tract, Share 12, El Jardin Subdivision, Cameron County, Texas, located at 32 Fish Hatchery Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

15) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-010**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex for Lot 4, Block 4, McKenzie Estates Subdivision, Cameron County, Texas, located at 995 North Iowa Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

16) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-011-S**, to request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow an event center for Lot 2, Block 1, Juan Garza Subdivision Replat, Cameron County, Texas, located at 4810 Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1809** designating a +/- 1,021.48 acre area located in Cameron County, Texas, as a tax increment reinvestment zone; describing the boundaries of the zone; creating a board of directors for the zone; providing for an effective date and a termination date for the zone; naming the zone the "Estrella Reinvestment Zone Number Six, City of Brownsville"; establishing a tax increment fund; and containing other findings and provisions related thereto. (City Manager's Office)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1810** designating a +/- 804.13 acre area located in Cameron County, Texas, as a tax increment reinvestment zone; describing the boundaries of the zone; creating a board of directors for the zone; providing for an effective date and a termination date for the zone; naming the zone the "Greater Brownsville Tech District Reinvestment Zone Number Five, City of Brownsville"; establishing a tax increment fund; and containing other findings and provisions related thereto. (City Manager's Office)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 2026-1807** amending Chapter 66, Municipal Court, providing for municipal court civil jurisdiction to enforce health and safety and nuisance abatement ordinances; authorizing the issuance of search and seizure warrants; providing for concurrent jurisdiction; creating a court of record, and other matters pertaining thereto. (Office of the City Attorney; Municipal Court)

2) Consideration and **ACTION** on the following proposed Charter amendments for the Special Election to be held on November 3, 2026. (Charter Review Committee/ Office of the City Secretary/ Office of the City Attorney):

a. Amending Charter Art. V., Administrative Provisions, Section 13 – Compensation (Address Mayor and City Commissioner's compensation)
b. Amending Charter Art. V., Administrative Provisions, to add 21-B. - Office of the City Secretary (Creating the office)

c. Amending Charter Art. V., Administrative Provisions, to add 21-C. - Office of the City Auditor (Creating the office)
d. Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (Increasing the membership and general clean-up)
e. Amending Charter Art. V., Administrative Provisions, to add Section 35, Municipal Campaign Finance (Requiring Commission to set by ordinance)
f. Amending Charter Art. V., Administrative Provisions, to modify Section 4. - Qualifications. (Adding tax delinquency or other liability due to City as a bar to holding office)
g. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding automatic triggers for forfeiting office)
h. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding discretionary triggers for forfeiting office)
i. Amending Charter Art. V., Administrative Provisions, to add Section 35, Code of Ethics; Ethics Advisory Commission (Requiring Commission to create and adopt rules by ordinance)
j. Amending Charter Art. VII., General Provisions, to add Section 3-A, - The Initiative (Adding initiative petition procedures for citizens)
k. Amending Charter Art. VII., General Provisions, to add Section 3-B, - Referendum (Adding referendum procedures for citizens)
l. Amending the Charter Art. V., Administrative Provisions, to add Section 22-B, Merit Hiring (Adding Merit principle hiring to City Charter)
m. Amending the Charter Art. I through VII, except Art. VI, Utilities Board, to revise or eliminate provisions that have been superseded by state law and to update or eliminate archaic language

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2026-076C** to appoint or reappoint members to the Brownsville Border Film Commission. (Convention and Visitors Bureau Department)

2) Consideration and **ACTION** on **Resolution Number 2026-083C** to appoint or reappoint members to the Paseo De La Resaca Lighting and Landscaping Maintenance District Service Plan Board (PASEO). (Office of the City Secretary)

3) Consideration and **ACTION** on **Resolution Number 2026-084** to appoint or reappoint members to the Brownsville Public Library System Advisory Board. (Library)

4) Consideration and **ACTION** on **Resolution Number 2026-100** to appoint or reappoint members to the Transit Advisory Committee (TAC). (Brownsville Metro Department)

5) Consideration and **ACTION** on **Resolution Number 2026-101** for the removal and appointment of the members to the Building & Standards Commission. (Planning & Redevelopment Department)

6) Consideration and **ACTION** on **Resolution Number 2026-102** for the removal and appointment of the members to the Board of Adjustment. (Planning & Redevelopment Department)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Egypt. (Office of the City Attorney/ City Manager's Office)

2) Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Headquarters. (Office of the City Attorney/ City Manager's Office)

3) Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Marketsquare. (Office of the City Attorney/ City Manager's Office)

4) Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Romeo. (Office of the City Attorney/ City Manager's Office)

5) Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney) and 551.087 (Economic Development Deliberation) related to Solid Waste Services. (Office of the City Attorney/ City Manager's Office)

6) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation) related to: Fire Truck Price-Fixing Litigation. (Office of the City Attorney/ City Manager's Office)

7) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation) related to: Midtown Entertainment District enforcement. (Office of the City Attorney/ City Manager's Office)

8) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to CCAD Property ID 30393. (Office of the City Attorney/ City Manager's Office)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) Consideration and **ACTION**, if any, related to **Resolution Number 2026-104** on Project Egypt. (Office of the City Attorney/ City Manager's Office)

2) Consideration and **ACTION**, if any, related to **Resolution Number 2026-107** on Project Headquarters. (Office of the City Attorney/ City Manager's Office)

3) Consideration and **ACTION**, if any, related to **Resolution Number 2026-106** on Project Marketsquare. (Office of the City Attorney/ City Manager's Office)

4) Consideration and **ACTION**, if any, related to **Resolution Number 2026-105** on Project Romeo. (Office of the City Attorney/ City Manager's Office)

5) Consideration and **ACTION**, if any, related to Fire Truck Price-Fixing Litigation. (Office of the City Attorney/ City Manager's Office)

6) Consideration and **ACTION**, if any, related to Midtown Entertainment District enforcement. (Office of the City Attorney/ City Manager's Office)

7) Consideration and **ACTION**, if any, related to CCAD Property ID 30393. (Office of the City Attorney/ City Manager's Office)

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr.
Mayor of the City of Brownsville

I, **Mayra A. Rios**, hereby certify that a copy of the Notice for the **July 7, 2026** Meeting of the Brownsville City Commission was posted on the designated bulletin board at City Hall – Federal Building, 1001 Elizabeth Street, a location readily accessible to the public, for at least three (3) business days prior to the scheduled meeting date, in compliance with Chapter 551 of the Texas Government Code. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Mayra A. Rios, TRMC
City Secretary

I certify that the attached notice and agenda of items to be considered by the Brownsville City Commission was removed by me from the Brownsville City Hall – Old Federal Building bulletin areas on the _____ day of _____, 2026.

_____
Employee Name and Signature Date

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Damian Espinoza, Procurement Director
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to reject proposals for RFP No.101-26-ODHR-RFP For Temporary Staffing Services. (Procurement Department)

Summary:

The City issued RFP No. 101-26-ODHR-RFP for Temporary Staffing Agencies to establish a contract for temporary staffing services on an as-needed basis to support various City departments. The solicitation sought qualified agencies capable of providing administrative, clerical, professional, technical, labor, seasonal, project-based, and temporary-to-hire staffing support. The City received a significant number of proposals and began the evaluation process in accordance with the solicitation requirements.

Following committee review and discussions, the Evaluation Committee determined that the current solicitation does not fully align with the City's operational needs, particularly as it relates to responsiveness, local support, and the ability to provide timely in-person coordination for City departments. Because the solicitation did not require a local office or physical presence, and that requirement cannot be added after proposals have been received, the committee recommends rejecting all proposals and closing out the current solicitation. Procurement will then explore available cooperative, interlocal, or other legally permissible procurement options that may better meet the City's temporary staffing needs

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Staff recommends that the City Commission reject all proposals received for RFP No. 101-26-ODHR-RFP, Temporary Staffing Agencies, and authorize Procurement to close out the solicitation. Upon rejection, Procurement will review available cooperative, interlocal, or other legally permissible procurement options to identify a temporary staffing solution that better meets the City's operational needs, including responsiveness, local support, and continuity of temporary staffing services.

Commission Pillar:

Attachments:

1. 101-26-ODHR-RFP Temporary Staffing Agencies



REQUEST FOR PROPOSALS FOR: TEMPORARY STAFFING AGENCIES

RFP#: 101-26-ODHR-RFP

RFP CLOSING DATE: Tuesday, February 24, 2026
RFP CLOSING TIME: 3:00 P.M CT

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1 General Information

1.1 Invitation Summary

The City of Brownsville (the "City") is soliciting sealed proposals from qualified firms to provide the services described in this Request for Proposals (RFP). All proposals must be prepared and submitted in accordance with the instructions in this solicitation All dates and times referenced in this RFP are Central Standard Time (CST).

Proposers are responsible for ensuring their response is complete and submitted electronically through the City's Bonfire portal at https://brownsvilletx.bonfirehub.com by the deadline stated in this solicitation. Late responses will not be accepted.

For questions or assistance, please contact the designated Buyer listed in Section 1.4 (Point of Contact).

1.2 Legal Advertisement Notice

* B/P/Q (Bid/Proposal/Qualifications)

Description	NUMBER	Pre-Bid Meeting	OPENING
REQUEST FOR PROPOSALS FOR: TEMPORARY STAFFING AGENCIES	***P 101-26-ODHR-RFP**	**Tuesday, January 27, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING**	**Tuesday, February 24, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING**

Sealed, bids/proposals must be submitted electronically via the City's Bonfire portal, at City of Brownsville (bonfirehub.com)

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at

http://www.brownsvilletx.gov City of Brownsville (bonfirehub.com)

Interested Bidders/Proposers are invited to attend the Pre-Bid/Pre-Proposal and the Bid/Proposal opening Virtually on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: City of Brownsville (bonfirehub.com)

1.3 Calendar of Events

Release Date	Saturday, January 17, 2026
Pre-Proposal Meeting	Tuesday, January 27, 2026 at 10:00 A.M CT The Proposal meeting is open to the public. Participants may attend via Microsoft Teams (link below).

	Microsoft Teams Link: https://teams.microsoft.com/meet/26978578667538?p=6k6W5dFpSkuw0BblfR Meeting ID: 269 785 786 675 38 Passcode: b7CG6Pd2
Questions Due Date	Tuesday, February 3, 2026 at 3:00 P.M CT
Addenda Issue Date	Tuesday, February 10, 2026 at 5:00 P.M CT
Proposal Closing Due Date	Tuesday, February 24, 2026 at 3:00 P.M CT
Proposal Opening Meeting	Tuesday, February 24, 2026 at 3:00 P.M CT The Proposal Opening meeting is open to the public. Proposal Opening meeting participants may attend via Microsoft Teams (link below). Microsoft Teams Link: https://teams.microsoft.com/meet/2708930154176?p=pE0lk5oqV16xglP65Q Meeting ID: 270 893 015 417 6 Passcode: cR3Fs78o
Evaluation Period	Week of March 2, 2026
Interviews (If Applicable)	Tentative: Week of March 9, 2026
Anticipated City Commission Award	Tentative: Tuesday, April 21, 2026

This timeline is subject to change at the sole discretion of the City. Potential Proposers will be notified via addendum if a change in the schedule is made by the City.

1.4 Project Overview

The City of Brownsville ("City") is seeking sealed proposals from qualified and experienced temporary staffing agencies ("Contractor" or "Agency") to provide temporary personnel on an as-needed basis to support various municipal departments. The selected Agency shall furnish all labor, supervision, administrative services, and related support required to supply qualified temporary personnel in accordance with the specifications set forth in this Request for Proposals (RFP).

The City intends to award a contract to the Agency or Agencies whose proposal best meets the requirements of this RFP and demonstrates the ability to provide high-quality, timely, and cost-effective staffing services.

1.5 Contract Term

The initial term of the agreement resulting from this RFP shall commence on approval by the City Commission or its designee and be for one (1) year with an option to renew for up to four (4) one-year renewals, unless terminated earlier in accordance with the contract provisions. The City reserves the right to renew the contract for additional periods, subject to mutual agreement and availability of funds.

The City reserves the right to make a single award, multiple awards, or no award, as determined to provide the best value to the City and consistent with the evaluation criteria in this RFP.

1.6 Point of Contact

For information regarding bidding procedures contact Ms. Alondra Palacios, Buyer or Mr. Damian Espinoza, Procurement Director, via Bonfire or email at purchasing@brownsvilletx.gov

1.7 Unauthorized Communication

Any oral communications are considered unofficial and non-binding with regard to this RFP. After the release of this solicitation, Proposer(s) are prohibited from contacting or communicating with any City officer, employee, or representative regarding this RFP other than (i) the point of contact designated herein. No officer, employee, agent, or representative of the Proposer(s) shall, directly or indirectly through others, have any contact or discussion, oral or written, with any members of the City Commission; members of the RFP evaluation, interview, or selection panels; City staff or City's consultants, or seek to influence any City Commission Member, RFP evaluator, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as expressly provided herein. **IF A REPRESENTATIVE OF ANY PROPOSING COMPANY VIOLATES THE FOREGOING PROHIBITION BY CONTACTING ANY OF THE ABOVE-LISTED PARTIES WITH WHOM CONTACT IS NOT AUTHORIZED, SUCH CONTACT MAY RESULT IN THE PROPOSER BEING DISQUALIFIED FROM THE IFB/RFP/RFQ/OR ANY OTHER PROCUREMENT RELATED PROCESS.**

1.8 Submission of Clarifications or Changes

All requests for clarifications must be submitted in Bonfire no later than the date specified in the Calendar of Events.

1.9 Submission of Proposals

Respondents are responsible for ensuring their RFP response is complete and submitted in a timely manner. Proposals received after the deadline will not be opened, evaluated, or considered, regardless of circumstances. The City of Brownsville reserves the right to negotiate with proposers within a competitive range and to reject any and all proposals. At the sole discretion of the City, the events and dates listed in this solicitation are subject to change or cancellation, with notice provided through addenda posted on the Bonfire portal. The contents of the proposal will become part of the resulting contract; therefore, Proposers should ensure that all information is accurate, complete, and free of conditions that might limit the City's rights.

1.10 Budget Information

No Budget Disclosed
The City of Brownsville will not be disclosing budget information for this project. Proposers are expected to submit their most competitive pricing in response to this RFP.

1.11 Funding Notice

Local funds will be used and shall comply with all applicable local procurement laws, regulations, and policies.

1.12 Equal Employment Opportunity

The City of Brownsville is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

2 Scope of Work

2.1 Project Description

The selected Agency shall provide qualified temporary personnel to support administrative, clerical, professional, technical, and labor needs across municipal departments. Services shall be provided on an as-needed basis and may include short-term, long-term, seasonal, project-based, and temp-to-hire assignments.

2.2 Scope of Services

Overview

The selected Agency shall provide qualified temporary personnel to support administrative, clerical, professional, technical, and labor needs across municipal departments. Services shall be provided on an as-needed basis and may include short-term, long-term, seasonal, project-based, and temp-to-hire assignments.

1. Recruitment, Screening, and Placement

The Agency shall:

1. Recruit and maintain a robust pool of qualified candidates.
2. Conduct the following screenings (at a minimum):
    - Criminal background checks
    - Employment verification
    - Reference checks
    - Education/license verification
    - Drug screening (if required by the City)
3. Submit qualified candidate profiles within 24–48 hours of request (or timeframe specified by the City).
4. Coordinate interviews when requested.
5. Ensure all candidates meet or exceed job requirements.

2. Assignment Management

The Agency shall:

1. Manage onboarding and placement of temporary employees.
2. Ensure assigned staff understand job duties, schedules, and reporting procedures.
3. Replace unsatisfactory employees within 24 hours of notification.
4. Handle all employer-of-record responsibilities including:
    - Payroll
    - Taxes

- Workers' compensation
- Unemployment insurance

3. Job Classifications

Temporary staffing may be required, but not limited to:

- Administrative positions (Secretaries, Receptionists, Executive Assistants)
- Customer Service Representatives (call-center, sales, cashiers, other customer support roles)
- Human Resources Support Staff
- Accounting Clerks / Finance Technicians / Payroll Clerks
- IT Support Technicians
- Engineers / Analysts
- Maintenance Workers / General Laborers (construction, mowing, landfill, streets, parks, concrete and paving crews)
- Public Works Support Staff
- Project Managers / Change Management
- Other positions required by the City (a comprehensive list of what the staffing agency currently has)

The City reserves the right to add or modify classifications throughout the contract term.

4. Compliance Requirements

The Agency must:

1. Comply with federal, state, and local laws (FLSA, OSHA, EEO, etc.).
2. Ensure temporary workers adhere to all the City's policies.
3. Maintain required insurance, including:
    - General Liability
    - Professional Liability
    - Workers' Compensation
4. Maintain confidential information securely and in compliance with law.

5. Reporting Requirements

The Agency shall provide the following reports monthly:

- Usage reports
- Employee assignment rosters by department/division

- Performance or disciplinary updates
- Hours worked and payroll summaries
- Additional reports as requested

6. Invoicing and Billing

Invoices must:

1. Be submitted monthly (preferably through an Agency Portal)
2. Reflect accurate hours worked, classification, and approved bill rate.
3. Detail any additional fees.

Be corrected within the timeframe requested by the City when discrepancies arise.

7. Department Work Environments and Conditions

For informational purposes, the City has included Department Work Environments and Conditions as an attachment to this solicitation. This document provides general descriptions of typical work locations and environmental conditions for selected City departments.

The attached information is not intended to be exhaustive and does not represent all City departments, facilities, or potential work environments. Temporary personnel may be assigned to any City department or location as operational needs arise during the term of the contract.

Proposers are responsible for reviewing the attachment and ensuring their ability to provide qualified personnel capable of working in a variety of municipal environments, in accordance with applicable laws and safety requirements.

2.3 Minimum Qualifications

Each Proposer must provide information demonstrating that it is qualified to perform the services described in the Scope of Work. Proposers must demonstrate their capability to deliver the required services, manage the project effectively, and ensure successful completion in compliance with applicable laws and standards. At a minimum, Proposers must demonstrate the following qualifications:

1. Relevant Experience – A minimum of 3–5 years' experience providing services of comparable size and scope.
2. Past Performance – At least 3–5 completed projects of similar nature within the last 7 years.
3. Key Personnel – Identification of an Account Manager or Staffing Coordinator with proven experience in managing temporary staffing contracts, including recruitment, screening, placement, and client service for public-sector or large-scale clients.
4. Financial Capacity – Sufficient financial strength to successfully perform under the resulting contract (as demonstrated by financial statements or other supporting documentation).

If a Proposer cannot meet one or more of the minimum requirements, the Proposer may provide supporting evidence demonstrating its ability to successfully complete the services, including the experience of management staff on similar contracts.

Insurance and Bonding (if applicable)

- All Proposers must be able to provide insurance coverage meeting the requirements outlined in Section 5 (Terms and Conditions).

2.4 Deliverables

The successful Proposer shall provide all deliverables necessary to ensure timely and effective temporary staffing support for the City. At a minimum, the following deliverables are required:

1. **Candidate Submissions:**
   Submission of qualified candidate profiles **within twenty-four (24) to forty-eight (48) hours** of the City's request, or within another timeframe specified by the City.
2. **Screening Documentation:**
   Completion of all required screenings, including background checks, employment verification, reference checks, education/license verification, and drug testing (if applicable), prior to placement.
3. **Replacement Personnel:**
   Replacement of unsatisfactory temporary workers **within twenty-four (24) hours** of notification by the City.
4. **Monthly Reports:**
   Delivery of monthly usage reports, assignment rosters, performance updates, hours worked, and payroll summaries. Additional reports shall be provided upon request.
5. **Invoicing Deliverables:**
   Submission of accurate monthly invoices reflecting hours worked, classification, approved bill rates, and any additional fees. Corrections must be made within the timeframe required by the City.
6. **Compliance Documentation:**
   Proof of required insurance, adherence to federal/state/local laws, and compliance with City policies.

2.5 Project Schedule

The successful Proposer shall perform all services in accordance with the timelines established by the City. At a minimum, the following schedule requirements apply:

1. **Candidate Response Time:**
   Provide qualified candidate submissions **within twenty-four (24) to forty-eight (48) hours** after receiving a staffing request.
2. **Replacement Timeframe:**
   Provide replacement personnel **within twenty-four (24) hours** when requested by the City.
3. **Monthly Reporting:**
   Submit required monthly reports **no later than the fifth (5th) business day of each month**, unless otherwise directed by the City.

4. **Monthly Invoicing:**
   Submit invoices **monthly**, with all corrections made within the City's specified timeframe.
5. **Contract Start Date:**
   Services shall begin on the date specified in the Notice to Proceed or contract award.

2.6 Performance Requirements

The successful proposer must comply with the following performance requirements, as applicable to the project:

- Provide qualified candidates within the timelines specified by the City (typically 24–48 hours).
- Ensure all temporary personnel meet minimum job requirements and pass required screenings.
- Maintain reliable communication with City departments regarding assignments, performance issues, and schedule changes.
- Promptly replace unsatisfactory personnel within the required timeframe (typically 24 hours).
- Ensure temporary workers comply with all City policies, safety standards, and workplace rules.
- Meet reporting, invoicing, and documentation deadlines as required under the contract.

2.7 Reference to Technical Documents

The following technical documents are incorporated by reference and provided as separate files in the City's Bonfire procurement portal at https://brownsvilletx.bonfirehub.com. Proposers are responsible for reviewing these documents in their entirety prior to submission. Failure to acknowledge or comply with the requirements set forth in these documents may result in disqualification.

- Exhibit A – Job Classification Rates
- Exhibit B – Job Descriptions
- Exhibit C – Department Work Environments and Conditions

3 Proposal Instructions

3.1 General Requirements

All proposals must be submitted electronically through the City's Bonfire portal at https://brownsvilletx.bonfirehub.com no later than the date and time specified in Section 1 (General Information). Proposals received after the deadline will not be opened or considered.

Proposals must be complete, organized, and signed by an officer or other authorized representative of the firm. Any costs incurred in preparing or submitting a proposal are the sole responsibility of the Proposer

3.2 Proposal Format

Proposals shall be organized into chapters. Each chapter should be clearly labeled, and responses should be complete and concise.

Once submitted, proposals become the property of the City and will not be returned. Proposals must be signed by a duly authorized official of the firm or by an authorized agent with written proof of authority. Proposals that fail to follow the required format or omit requested information may be deemed non-responsive and excluded from further evaluation. Proposals transmitted by telegraph, facsimile, or other non-approved electronic means will not be considered. Proposals may not be withdrawn after the closing deadline, except as permitted by law. The City of Brownsville reserves the right to reject any and all proposals, to waive informalities or irregularities in the best interest of the City, and to rely on information contained in the proposal, obtained from references, or secured through other sources as part of its evaluation. Conditional or incomplete proposals may be rejected at the City's sole discretion. At the sole discretion of the City, the events and dates listed in this solicitation are subject to change or cancellation, with notice provided through addenda posted on the Bonfire portal. The contents of the proposal will become part of the resulting contract; therefore, Proposers should ensure that all information is accurate, complete, and free of conditions that might limit the City's rights.

Proposers shall furnish documentation that identifies the following:

Chapter 1 – Letter of Intent

- Signed by an authorized representative, confirming the Proposer's intent to provide services in accordance with this RFP 's terms and conditions, for the Rates (prices) submitted with the Proposal.
- Identify the primary point of contact for the proposal.

Chapter 2 – Experience, Qualifications, and Past Performance

- Company history, years in business, and areas of expertise.
- Relevant experience with projects of similar size and scope within the last 3- 5 years.
- At least three (3) references for comparable projects (include client name, project title, year completed, and contact information).
- Disclosure of any litigation or default history within the last ten (10) years.

Chapter 3 – Staffing and Key Personnel

- Organizational chart showing key personnel and reporting structure.
- Résumés of the **Account Manager**, **Staffing Coordinator**, or other key personnel assigned to the City contract.
- Description of availability and capacity to support the City's staffing needs.
- Identification of subcontractors (if any) and their roles.

Chapter 4 – Project Methodology and Technical Approach

- Narrative description of the Proposer's approach to accomplishing the Scope of Work.
- Description of deliverables and schedule for completing the project.
- Explanation of quality control and project management processes.

Chapter 5 – Budget and Fees

- Itemized fee schedule or cost proposal.
- Hourly rates for staff classifications (if applicable).
- Estimated reimbursable expenses.
- Identification of any cost assumptions or contingencies.

Chapter 6 – Required Forms and Certifications

Proposers must submit all required forms and certifications listed below. Failure to complete and submit these forms may result in the proposal being deemed non-responsive.

- **City-Issued Forms**
  The following forms are provided as separate attachments on the City's Bonfire procurement portal and must be completed and returned with the proposal:
  - Form 1 – Proposal Acknowledgment & Authorized Contact Info
  - Form 2 – Statement Of Conflicts Of Interest
  - Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)
  - Form 4 – Respondent's Statement of Organization
  - Form 5 – Non-Collusion Affidavit
  - Form 6 – Litigation Disclosure
  - Form 7 – Disclosure of Interest
  - Form 8 – References
  - Form 9 – Proposed Deviations
  - Form 10 – Job Classification Rates
  - Addenda Acknowledgement Form - This form will be issued out by the City when an addendum is issued out.

- **Vendor-Produced Documentation**
  In addition to the City forms, vendors are responsible for providing certain documents that are not prepared or issued by the City. These must be completed by the vendor and uploaded in Bonfire with the proposal response in addition to City-issued forms. Proposers must submit the following documents prepared by the Proposer:
  - Certificate of Insurance (meeting requirements in Section 5 – Terms and Conditions).
  - Financial Statements or Proof of Financial Capacity (if requested under Section 2 – Scope of Work or Section 2.3 – Minimum Qualifications).
  - Description of Recruitment, Screening, and Onboarding Processes, including background checks, reference checks, and any testing procedures used by the agency.
  - Any additional documents specifically requested in this RFP.

3.3 Withdrawal or Modification of Proposals (Prior to Deadline)

Proposals may be withdrawn or modified at any time prior to the submission deadline through the City's Bonfire portal. After the deadline, no changes, additions, or withdrawals will be permitted.

3.4 Confidentiality / Texas Public Information Act

All documents submitted in response to this solicitation are subject to the Texas Public Information Act (Texas Government Code Chapter 552). Proposers must clearly mark any portion of their submission that they consider confidential, proprietary, or trade secret.

The City will honor such designations to the extent allowed by law; however, the final determination of whether such information may be withheld rests with the Texas Attorney General or a court of competent jurisdiction.

4 Evaluation and Award

4.1 General Evaluation Approach

Proposals will be evaluated to determine which Proposer offers the best overall value to the City, considering price and other evaluation factors identified in this RFP. The evaluation process will be conducted in a fair, impartial, and transparent manner consistent with applicable local, state, and federal laws and regulations. Final award and contract execution are subject to approval by the Brownsville City Commission.

4.2 Evaluation Committee

All proposals will be evaluated by an Evaluation Committee composed of City staff and/or subject matter experts. The Committee may consult with other City representatives, legal counsel, or outside advisors as needed.

4.3 Steps in the Evaluation Process

- **Step 1 – Compliance Review**
  Proposals will undergo an initial screening to confirm that they meet the mandatory submission requirements outlined in this RFP. Proposals failing to meet these requirements may be deemed non-responsive and excluded from further consideration.

- **Step 2 – Review and Scoring of Technical Criteria**
  Responsive proposals will be evaluated on technical merit, which may include:
  - Understanding of the project requirements and scope.
  - Methodology, approach, and work plan.
  - Qualifications, abilities, and reputation of the Proposer.
  - Experience of key personnel and project team.
  - Past performance and references.
  - Financial and litigation history.

- **Step 3 – Review and Scoring of Cost Proposal**
  Cost proposals will be evaluated for overall cost-effectiveness. The City may use a variety of methods to assign cost scores, including formula-based scoring, ranked or tiered scoring, range or band scoring, or other approaches that ensure fair and meaningful differentiation between proposals. Where appropriate, the City may also consider life-cycle costs, cost reasonableness, cost realism, and cost balance. The specific approach may vary depending on the number of proposals received, the funding source, and the nature of the procurement. Where federal funds are involved, evaluations will comply with applicable cost principles and procurement requirements under 2 CFR Part 200.

- **Step 4 – Shortlisting (Competitive Range)**
  Based on initial technical and cost evaluations, the Committee may establish a competitive range of the most highly rated proposals. Proposers within this range may be invited to participate in oral interviews, presentations, or clarifications.

- **Step 5 – Negotiations and Best and Final Offer (BAFO)**
  The City may conduct negotiations with Proposers in the competitive range. Following negotiations, the City may request Best and Final Offers (BAFOs). BAFOs will be evaluated against the same criteria, with adjustments based on negotiations and clarifications. The City reserves the right to make an award without negotiations or BAFOs if deemed in the City's best interest.

- **Step 6 – Recommendation and Award**
  The Evaluation Committee will prepare a recommendation to the City Commission. The Commission, at its sole discretion, will make the final award decision. The City reserves the right to reject any or all proposals, waive minor informalities, and award in whole, in part, or not at all.

4.4 Evaluation Criteria and Scoring

Criteria	Points
Minimum Qualifications (Pass/Fail)	–
Experience and Qualifications	40
Proposed Methodology	35
Cost Proposal	25
Total Available	**100**

- **Experience and Qualifications (40 points):** Demonstrated experience providing temporary staffing services of similar size and scope; strength of references; qualifications and availability of key personnel such as the Account Manager and Staffing Coordinator; demonstrated success with public-sector or large-scale clients; and overall financial stability of the firm.
- **Proposed Methodology (35 points):** Strength and clarity of the Proposer's methodology for recruiting, screening, onboarding, assigning, supervising, and replacing temporary personnel; ability to meet required response times; processes for quality assurance and issue resolution; and demonstrated understanding of the City's operational staffing needs.
- **Cost Proposal (25 points):** Total proposed cost and competitiveness of bill rates; clarity and completeness of pricing; cost reasonableness and realism; and overall value to the City considering the quality and reliability of proposed staffing services.

4.5 Oral Interviews, Presentations, and Negotiations

As part of the evaluation process, the City may invite shortlisted Proposers to participate in oral interviews, presentations, or demonstrations. These sessions are intended to clarify proposals, confirm the Proposer's ability to meet project requirements, and provide evaluators with additional insight into the qualifications,

methodology, staffing, and technical approach of each Proposer. The Evaluation Committee may adjust scores based on interview results; however, adjustments must be tied to the evaluation criteria in Section 4.4. Interviews should not introduce new evaluation criteria beyond those identified in this RFP.

If negotiations are conducted, they may address technical requirements, terms and conditions, pricing, or other elements of the proposal. Following negotiations, the City may request Best and Final Offers (BAFOs).

Proposers are advised to submit their proposals on the most favorable terms, as the City reserves the right to award a contract without conducting interviews, negotiations, or requesting BAFO.

4.6 Basis of Award

The City may award a contract in whole, in part, or by groupings of services, if such action is determined to provide the best value to the City, consistent with the evaluation criteria set forth in this RFP. The City also reserves the right to make multiple awards when such possibility is stated in this RFP and when consistent with applicable laws and funding requirements. In the event of a tie score, the City will follow the procedures outlined in Texas Local Government Code §271.901. If federal or state funding requirements prohibit the use of local preference in resolving a tie, the City will use a random selection method (such as drawing lots) to determine the award.

4.7 Single Proposal

In the event that only one proposal is received, the City will evaluate the proposal in accordance with the published evaluation criteria to determine whether it represents best value to the City. The City may also conduct a cost and technical analysis to determine whether the proposal is fair and reasonable. Based on this review, the City may make an award, negotiate with the Proposer, or reject the proposal and re-advertise the solicitation.

5 Terms and Conditions

5.1 Standard Terms and Conditions Reference (Exhibit A)

The City of Brownsville's Standard Purchasing Terms and Conditions (Exhibit A) are incorporated herein by reference and shall govern all resulting contracts unless expressly modified by this solicitation. By submitting a proposal, the Proposer acknowledges receipt and acceptance of Exhibit A.

5.2 Proposal Validity / Firm Offer Period

A proposal may not be withdrawn or cancelled by the Proposer for a period of ninety (90) calendar days following the proposal due date, and Proposer so agrees upon submittal. During this period, the City may accept a proposal and negotiate terms consistent with this RFP. Any attempted withdrawal after the deadline and within the irrevocability period may result in forfeiture of any proposal security (if applicable) and may affect the Proposer's responsibility determination in future City solicitations.

5.3 Withdrawal of Proposal

Proposal may not be withdrawn or cancelled by the Proposer after the submission deadline. By submitting a proposal, the Proposer acknowledges and agrees that its proposal shall remain valid and enforceable for the full Pricing Period identified in Section 5.2.

5.4 Proposal Price Revisions (If Applicable)

Unless otherwise stated in this RFP or the resulting contract, prices shall remain firm for the initial contract term. If a price revision mechanism is permitted, revisions may occur only when supported by verifiable market documentation (e.g., published indices or manufacturer notices) and must:

- Be submitted in writing to the City before the revised prices go into effect; and
- Include detailed documentation supporting the revision.

Such revisions must also be supported by continuing written notices for each thirty (30) day period that the revised prices remain in effect.

Discounts, delivery, and services accepted as part of the proposal are not subject to revision.

5.5 Availability of Funds / Non-Appropriation

This procurement is subject to the availability of funding. The City's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the City for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract. In the event sufficient appropriation, grants, and monies are not made available to City to pay these services for any fiscal year, this Agreement shall terminate without further obligation of City. In such event, the City Manager of City shall certify to contractor that sufficient funds have not been made available to City to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

5.6 Termination by the City

The City may terminate the contract, in whole or in part, for convenience or cause by providing thirty (30) days' written notice to the Contractor. If terminated for cause due to the Contractor's default, the City may pursue all remedies available under law or equity, including procurement of substitute services at the Contractor's expense.

5.7 Indemnification

PROPOSER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to PROPOSER'S activities under this contract, including any acts or omissions of PROPOSER, any agent, officer, director, representative, employee, consultant or subcontractor of PROPOSER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT PROPOSER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. PROPOSER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or PROPOSER known to PROPOSER related to or arising out of PROPOSER's activities under this contract, and shall see to the investigation and defense of such claim or demand at PROPOSER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving PROPOSER of any of its obligations under this paragraph.

5.8 Insurance Requirements

The Proposer shall, at its own expense, maintain insurance coverage meeting or exceeding the following requirements for the duration of the contract:

- Workers' Compensation: Statutory, with Employer's Liability limits of not less than $500,000 each accident/disease. If Contractor is not legally required to carry Workers' Compensation, Contractor shall provide alternative coverage acceptable to the City.
- Commercial General Liability (CGL): $1,000,000 per occurrence / $2,000,000 aggregate, including premises, operations, independent contractors, products/completed operations, personal injury, and contractual liability coverage.

- Automobile Liability: $1,000,000 combined single limit, covering all owned, hired, and non-owned vehicles.
- Umbrella/Excess Liability: $1,000,000 per occurrence and aggregate.
- Additional Coverages (as applicable): Professional Liability/Errors & Omissions ($1,000,000 minimum); Cyber Liability ($1,000,000 minimum).

Required Endorsements:

- The City of Brownsville shall be named as Additional Insured on the CGL and Auto policies.
- Policies shall include a Waiver of Subrogation in favor of the City.
- Coverage shall be primary and non-contributory to any insurance carried by the City.

Certificates of Insurance:
Contractor shall provide valid certificates of insurance prior to contract execution and upon renewal. Each certificate must state that coverage shall not be canceled, materially changed, or non-renewed without thirty (30) days' prior written notice to the City.

5.9 Protest Procedures

The City of Brownsville maintains a formal protest procedure in accordance with its Procurement Policy.

Prior to Bid/Proposal Due Date:

- If a prospective Proposer/proposer becomes aware of a deficiency in the solicitation or solicitation process before the due date, the Proposer/proposer must notify the **City Attorney's Office in writing** no later than **five (5) calendar days** before the due date. This allows the City to address the situation prior to the closing date.

After Bid/Proposal Due Date:

- A Proposer/proposer may protest the solicitation process or recommended award by:
    1. Filing a written **notice of intent to protest** within **five (5) calendar days** of the date the Proposer/proposer knew or should have known of the facts giving rise to the protest. Failure to file this notice waives the right to protest.
    2. Filing a **formal written protest** within **seven (7) calendar days** after the notice of intent is filed.

The protest must include:

- Name, address, telephone, and email of the protestor;
- The solicitation number;
- A detailed statement of the factual grounds for the protest with supporting documents;
- Signature of the protestor or authorized representative;

- The form of relief requested; and
- A concise and logical presentation of facts.

Review and Hearing:

- Upon receipt of a timely protest, the **City Attorney** will determine whether the grounds are sufficient.
- If sufficient, the Procurement Office will schedule an informal hearing (not subject to the Open Meetings Act) usually within five (5) working days.
- A written decision will typically be issued within **fifteen (15) calendar days** after the hearing.

Exceptions; Restrictions:

- The City will generally not make an award until a protest is resolved.
- However, the City Manager may authorize award without delay if:
  - The City urgently requires the goods or services, or
  - Failure to award promptly will unduly delay delivery or performance.

Federal Agency Review:

- Protestors must exhaust all administrative remedies with the City before appealing to a federal agency.
- Federal review is limited to:
  - Violations of federal law/regulations, or
  - Violations of the City's Protest Procedures for failure to review a complaint.
- Any protest sent to a federal agency outside these grounds will be referred back to the City.

5.10 Restrictions on Lobbying & Political Contributions

A vendor/contractor or their agent is **prohibited** from lobbying activities with City officials, including elected officials, and employees regarding a proposed contract from the time a solicitation (RFP, RFQ, IFB, or other procurement) has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact shall be made only in accordance with the procedures set forth in **Section 1.6 (Authorized Contact)** of this IFB. Violation of this provision by respondents or their agents, including lobbyists, may result in disqualification of the respondent's offer. A parallel no-contact provision applies to lobbyists and their agents.

Further, the following restrictions apply to all vendors, contractors, and their agents/representatives:

1. **No Personal Obligation**
   A lobbyist or a vendor/contractor, or any of their agents, may not do any act or refrain from any act for the purpose of placing any City official under personal obligation to them.

2. **False Statements**
   No lobbyist, vendor/contractor, or their agents/representatives may knowingly make any false or misleading statement of fact to a City official, or provide a document with false information without notifying the official in writing of the truth. If a registrant learns that a statement made in a registration form or activity report within the previous three (3) years was false, they must correct that statement within thirty (30) days by written notification to the City Secretary.

3. **Use of False Identification**
   No lobbyist, vendor/contractor, or their agents/representatives may communicate with a City official using the name of any fictitious person or the name of a real person without that person's consent.

4. **Improper Influence**
   No lobbyist, vendor/contractor, or their agents/representatives may cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed to secure its granting, denial, confirmation, rejection, passage, or defeat.

Additionally, in accordance with **City Code Sec. 40-7**, contractors are prohibited from making political contributions to City officials or candidates during the contract award period. It shall be unlawful for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor during a contract award period.

- **City Code Sec. 40-7:** In the event that a candidate unknowingly accepts a contribution in contravention of this provision, it shall be the duty of the candidate to return the contribution within ten days after he/she becomes aware of the violation.

  Each request for proposal or other document, notice, or advertisement for a contract shall contain a notice regarding this section in a form approved by the city attorney. Each contractor shall be required to submit with any proposal or other submission for the award of any contract a complete list of the persons included in the term "contractor" as defined in this chapter in a form prescribed by the city attorney. It shall be the duty of each city department director to immediately forward each contractor list received to the city secretary, who shall compile and maintain a log of persons who are required to be reported. In addition, the city secretary shall compile, maintain, and post online, by the 14th day after a city commission meeting, a list of contracts awarded at such commission meeting by city commission, including on such list, the date of the initial posting of the request for commission action relative to each specific contract, the name of the contractor, a short description of the contract and the date occurring 180 days after the award of the contract or the determination by city commission or the mayor that the contract would not be awarded to a contractor.

  As used in this section, the term contractor shall not include a subcontractor.

5.11 Conflict of Interest Disclosures

In compliance with Chapter 176 of the Texas Local Government Code, any vendor or person seeking to contract with the City of Brownsville must file a completed **Conflict of Interest Questionnaire (Form CIQ)** with the Office of the City Secretary.

The questionnaire must be filed no later than **seven (7) days** after the earlier of the following:

1. The vendor begins contract discussions or negotiations with the City; or
2. The vendor submits an application, bid, proposal, correspondence, or other writing related to a potential agreement with the City.

The questionnaire requires disclosure of certain business or employment relationships with City Commissioners, the Mayor, and the City Manager. The **Texas Ethics Commission (TEC)** is responsible for drafting the questionnaire, and the most current form is available on the TEC website, with a link posted on the City's ethics webpage.

Failure to comply with Chapter 176 is a violation of Texas law and may result in a **Class C misdemeanor**. Vendors are encouraged to consult their own legal counsel regarding compliance with this statute.

5.12 State and Federal Certifications (As Applicable)

The Contractor certifies the following:

- **Texas Family Code Compliance:** As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all Proposers must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.
- **HB 89 & HB 793 Certifications:** Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brownsville.

  Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response..
- **Debarment and Suspension:** For contracts funded in whole or in part with federal funds, the Contractor certifies that it is not debarred, suspended, or otherwise excluded from participation in federal assistance programs under 2 CFR Part 180. Contractor must maintain an active registration in the System for Award Management (SAM.gov) throughout the term of the contract. Proof of current SAM registration may be required at the time of contract execution

5.13 Public Information Act & Confidentiality

All materials submitted to the City of Brownsville pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274.

The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statues create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the City pursuant to this Invitation for Bids is confidential under a specific state or federal statute and therefore not subject to the public access, you must comply with the following:

A. Upload said documents/records to Bonfire marked "Confidential" DO NOT label your entire response to the Invitation for Bid as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the City is obligated to produce documents for public inspection even if the documents contain a portion which is confidential, but can redact the confidential parts.
B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets. Should an Open Records request be presented to the City requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your proposal as “Confidential” within the Bonfire system AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.

5.14 Governing Law & Venue

This contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action shall lie exclusively in Cameron County, Texas.

5.15 Independent Contractor Status

The Contractor is an independent contractor and not an employee, agent, or representative of the City. Nothing in this contract shall create an employment relationship, joint venture, or partnership.

5.16 Reservation of Rights

The City reserves the right to reject any or all proposals, to waive informalities or irregularities, to cancel the solicitation, and to accept the proposal(s) determined to provide the best value to the City consistent with this RFP.

5.17 Drug-Free Workplace

The Contractor shall maintain a workplace free of unlawful manufacture, distribution, dispensation, possession, or use of controlled substances during the performance of any City contract. The Contractor shall inform its employees in writing of its drug-free workplace policy and the consequences of any violation occurring in the workplace. If the Contractor receives notice of any employee conviction under a criminal drug statute for a violation occurring in the workplace while performing under this contract, the Contractor shall notify the City's Procurement Department within five (5) business days. When this contract is funded in whole or in part with federal funds, the Contractor shall comply with all requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. §8101 et seq.) and applicable implementing regulations. Failure to comply with this provision shall be considered a material breach of contract and may result in termination, suspension, or debarment from future City contracting opportunities.

5.18 Construction Only Terms and Conditions (If Applicable)

The following provisions apply only when the scope of this RFP involves construction, construction-rehabilitation, or other public works projects subject to Texas Local Government Code Chapter 252 and Texas Government Code Chapter 2253. These clauses do not apply to non-construction procurements.

5.18.1 Materials Testing and Compliance (Construction Only; or Goods/Materials, If Applicable)

The City may, at its option and expense, test materials at any time to ensure compliance with the specifications.

If any test fails to show compliance:

- The Contractor's payment shall be reduced by the full cost of the testing;
- The non-compliant materials shall be removed from the stockpile or roadbed at the Contractor's expense; and
- No payment shall be made for the non-compliant materials.

The quantity of such non-compliant material shall be determined by the City's Engineering and Public Works Director, whose decision shall be final.

5.18.2 Proposal Security/Bid Bond (Construction Only)

When stated in this RFP, a proposal security/bid bond shall be submitted with the proposal issued by a corporate surety company licensed to do business in the State of Texas and acceptable to the City of Brownsville. The bond shall be in an amount not less than five percent (5%) of the greatest total amount of the bid proposal and shall serve as a guarantee that, if awarded the contract, the successful Proposer will promptly execute the contract and furnish required payment and performance bonds.

All bid bonds must be issued by a surety company that:

- Is authorized to do business in the State of Texas, and
- Appears on the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).

Electronic bid bonds submitted through the City's Bonfire portal will be accepted if issued by an approved surety provider.

Cash, certified checks, or cashier's checks will **not** be accepted as bid security.

5.18.3 Payment and Performance Bond Requirements (Construction Only) (Exhibit B)

Sec. 252.044. CONTRACTOR'S BOND. (a) If the contract is for the construction of public works, the Proposer to whom the contract is awarded must execute a good and sufficient bond. The bond must be:

1. In the full amount of the contract price;
2. Conditioned that the contractor will faithfully perform the contract; and
3. Executed, in accordance with Chapter 2253 (Exhibit B), Government Code, by a surety company authorized to do business in the state.
4. Repealed by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993.
5. The governing body of a home-rule municipality by ordinance may adopt the provisions of this section and Chapter 2253, Government Code, relating to contractors' surety bonds, regardless of a conflicting provision in the municipality's charter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(17), eff. Sept. 1, 1995.

A Payment & Performance Bond (Only applies to Construction/Construction-Rehabilitation), in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter §2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of Brownsville for these purposes are required to conform with Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law–or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of $100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law. (See Chapter 2253 – Performance and Payment Bond)

A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the previously mentioned certificate of authority.
B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the previously mentioned reinsurance.

Contractor shall provide either a copy of the list as described in "A." above, or the contract(s) and letter described in "B." above, together with the payment and performance bonds.

Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas will not be accepted.

Submittal of Payment and Performance Bonds is not required at the time of bid submission. A Payment and Performance Bonding Capacity Letter may be required at the time of bid submission to demonstrate bonding capability. The successful contractor will be notified after City Commission approval of award and must furnish the required Payment and Performance Bonds within the timeframe specified by the City.

5.18.4 Liquidated Damages (Construction Only)

The undersigned PROPOSER further agrees to complete the project and achieve substantial completion/delivery within 220 consecutive calendar days submittal from the date of Commencement/shipment, unless such time is extended by the City of Brownsville and that one thousand dollars ($1,000.00) per each consecutive calendar day will be the measure of liquidated damages assessed the undersigned for each calendar day in excess required to complete work and/or delivery under the contract for each portion of the project.

5.18.5 Change Orders (Construction/Renovation Only)

For construction contracts, all change orders must comply with Texas Local Government Code §252.048, which limits increases in contract price and scope unless approved by the City Commission.

5.18.6 Application for Progress Payment; Retainage (Construction/Renovation Only)

Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. 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 shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. Retainage withholding will conform to Texas Government Code § 2252.032 as follows:

- For public works contracts with a total value less than $5,000,000, the City may withhold up to ten percent (10%) of the contract price as retainage.
- For public works contracts with a total value of $5,000,000 or more, the City may withhold up to five percent (5%) of the contract price.
- Retainage shall be released upon substantial completion and acceptance of the work, provided all contractual requirements (including lien waivers, inspections, and closeout documentation) are satisfied.

The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

5.18.7 Contractor's Warranty of Title (Construction/Renovation Only)

The Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the City at the time of payment, free and clear of all liens, claims, security interests, or encumbrances.

NEPOTISM CHART

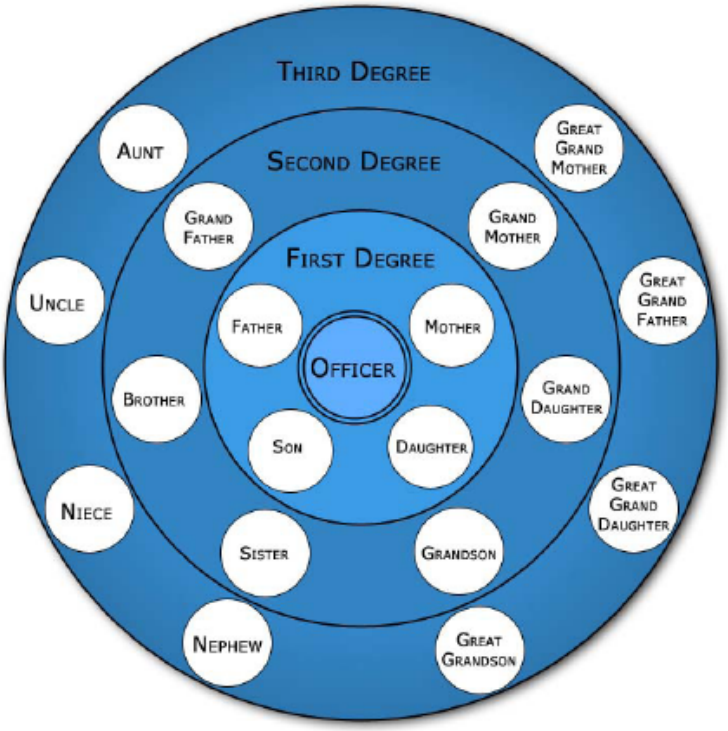
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP
Relationship by Marriage



CONSANGUINITY KINSHIP
Relationship by Blood



6 EXHIBIT "A" - Standard Purchasing Terms and Conditions

By acceptance of a purchase order or agreement, or response to a solicitation, the successful proposer agrees that the following terms and conditions, without modification, will govern:

DEFINITION OF BUYER

The City of Brownsville, its officers, agents, servants, authorized employees, vendors, and subvendors who act on behalf of various City departments, bodies or agencies.

DEFINITION OF SELLER

The consultant, contractor(s), supplier, contractor(s) or other providers of goods and/or services, its officers, agents, servants, employees, vendors and sub vendors who act on behalf of the entity under a contract with the City of Brownsville.

PUBLIC INFORMATION

Any information submitted to the City of Brownsville (the "City") may be requested by a member of the public under the Texas Public Information Act. *See* TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Commission shall render the contract invalid by the City Manager or the City Commission. (Chapter XXVII, Section 16, City of Brownsville Charter)

ORDERS

No employees of the Buyer or its officers, agents, servants, vendors or sub vendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address: (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided.

Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

DELIVERY TERMS AND TRANSPORTATION CHARGES

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's proposals. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposals or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

PLACE OF DELIVERY

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

INVOICES

Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer’s Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller’s request.

PRICE WARRANTY

The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller’s proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

PRODUCT WARRANTY

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

SAFETY WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

SOFTWARE LICENSE TO SELLER

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY

The SELLER warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.

SELLER shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.

SELLER agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as SELLER bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, SELLER shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with SELLER in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City

shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, SELLER shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give SELLER timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate SELLER's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, SELLER shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement, and refund all amounts paid to SELLER by the City, subsequent to which termination City may seek any and all remedies available to City under law.

OWNERSHIP OF WORK PRODUCT

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

NETWORK ACCESS

The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

CANCELLATION

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

TERMINATION

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

ASSIGNMENT / DELEGATION

No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

MODIFICATIONS

This contract can be modified or rescinded only by a written agreement signed by both parties.

THE AGREEMENT

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable proposal documents published by the Buyer and Seller's Response to such proposal (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published proposal documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

APPLICABLE LAW / VENUE

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Brownsville, Cameron County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

INDEPENDENT CONTRACTOR(S)

Seller shall operate hereunder as an Independent Contractor(s) and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub- vendors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and sub vendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and sub vendors.

LIABILITY AND INDEMNIFICATION.

LIABILITY - SELLER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

INDEMNIFICATION - SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY (ALSO REFERRED TO AS BUYER), ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS OFFICERS, AGENTS, SUBCONTRACTORS, SERVANTS OR EMPLOYEES.

SEVERABILITY

In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

FISCAL FUNDING LIMITATION

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

NOTICES TO PARTIES

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Procurement Manager, City of Brownsville, Procurement and Contracting Division, 200 Texas Street, Brownsville, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to proposals. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

NON-DISCRIMINATION

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Brownsville (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, vendors or subvendors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor(s)or subcontractor(s)has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor(s)or subvendors herein.

IMMIGRATION NATIONALITY ACT

City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Vendor shall verify the identity and

employment eligibility of all employees who perform work under this Agreement. Vendor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Vendor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Vendor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

RIGHT TO AUDIT

Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

DISABILITY

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subvendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subvendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subvendors against Buyer arising out of Seller's and/or its subvendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

DISPUTE RESOLUTION

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in-person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules

of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL

Seller acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Seller certifies that Seller's signature provides written verification to the City that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

COOPERATIVE USE (CITY OF BROWNSVILLE, TEXAS)

It is the intent of the City of Brownsville, Texas ("City") that any contract resulting from this solicitation may be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including but not limited to Texas Government Code Chapter 791 (Interlocal Cooperation Act) and other applicable joint purchasing statutes. The awarded contractor agrees to extend the same pricing, terms, and conditions of this contract to any eligible public agency, political subdivision, or governmental entity that elects to purchase goods or services under this contract, provided that such entity issues its own purchase order, contract, or interlocal agreement that references the City of Brownsville's contract. Each participating entity shall be solely responsible for its own contractual obligations, including but not limited to the issuance of purchase orders, receipt of goods or services, and payment of invoices. The City of Brownsville shall not be responsible for the performance, payment, or administration of any obligations incurred by participating entities under this cooperative use provision.

ADMINISTRATIVE FEE

The City of Brownsville will utilize an administrative fee in connection with contracts awarded as a result of this solicitation. The administrative fee shall be assessed as a percentage of sales and shall apply to all purchases made by the City and any participating entities under this contract. The awarded contractor shall remit an administrative fee equal to three percent (3%) of total sales to Civic Marketplace on a quarterly basis, in accordance with program requirements. The contractor shall also submit required quarterly sales reports detailing all contract activity subject to the administrative fee. The administrative fee shall be included in the contractor's pricing and shall not be invoiced separately to the City or participating entities.

Revised January 13, 2026

7 EXHIBIT "B" - CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BOND

SUBCHAPTER A. GENERAL PROVISIONS

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2253. **PUBLIC WORK PERFORMANCE AND PAYMENT BONDS**

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2253.001. DEFINITIONS. In this chapter:

(1) "Governmental entity" means a governmental or quasi-governmental authority authorized by state law to make a public work contract, including:

(A) the state, a county, or a municipality;

(B) a department, board, or agency of the state, a county, or a municipality; and

(C) a school district or a subdivision of a school district.

(2) "Payment bond beneficiary" means a person for whose protection and use this chapter requires a payment bond.

(3) "Prime contractor" means a person, firm, or corporation that makes a public work contract with a governmental entity.

(4) "Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

(5) "Public work labor" means labor used directly to carry out a public work.

(6) "Public work material" means:

(A) material used, or ordered and delivered for use, directly to carry out a public work;

(B) specially fabricated material;

(C) reasonable rental and actual running repair costs for construction equipment used, or reasonably required and delivered for use, directly to carry out work at the project site; or

(D) power, water, fuel, and lubricants used, or ordered and delivered for use, directly to carry out a public work.

(7) "Retainage" means the part of the payments under a public work contract that are not required to be paid within the month after the month in which the public work labor is performed or public work material is delivered under the contract.

(8) "Specially fabricated material" means material ordered by a prime contractor or subcontractor that is:

(A) specially fabricated for use in a public work; and

(B) reasonably unsuitable for another use.

(9) "Subcontractor" means a person, firm, or corporation that provides public work labor or material to fulfill an obligation to a prime contractor or to a subcontractor for the performance and installation of any of the work required by a public work contract.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1999, 76th Leg., Ch. 62, Sec. 8.20, eff. Sept. 1, 1999.

Sec. 2253.002. EXEMPTION. This chapter does not apply to a public work contract entered into by a state agency relating to an action taken under Subchapter F or I, Chapter 361, Health and Safety Code, or Subchapter I, Chapter 26, Water Code.

Added by Acts 1997, 75th Leg., Ch. 793, Sec. 18, eff. Sept. 1, 1997.

SUBCHAPTER B. GENERAL REQUIREMENTS; LIABILITY

Sec. 2253.021. **PERFORMANCE AND PAYMENT BONDS REQUIRED**. (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

(1) a performance bond if the contract is in excess of $100,000; and

(2) a payment bond if:

(A) the contract is in excess of $25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or

(B) the contract is in excess of $50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

(b) The performance bond is:

(1) solely for the protection of the state or governmental entity awarding the public work contract;

(2) in the amount of the contract; and

(3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

(c) The payment bond is:

(1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

(2) in the amount of the contract.

(d) A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

(e) A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the

attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

(f) A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

(g) A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

(h) A reverse auction procedure may not be used to obtain services related to a public work contract for which a bond is required under this section. In this subsection, "reverse auction procedure" has the meaning assigned by Section 2155.062 or a procedure similar to that described by Section 2155.062.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., Ch. 76, Sec. 5.43(a), eff. Sept. 1, 1995; Acts 2001, 77th Leg., Ch. 380, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., Ch. 614, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., Ch. 1275, Sec. 2(86), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.122, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. 1304 (H.B. 2515), Sec. 1, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 1.01, eff. September 1, 2011.

Sec. 2253.022. PERFORMANCE AND PAYMENT BONDS; INSURED LOSS. (a) A governmental entity shall ensure that an insurance company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the governmental entity, furnishes or has furnished by a contractor, in accordance with this chapter:

(1) a performance bond as described by Section 2253.021(b) for the benefit of the governmental entity; and

(2) a payment bond as described in Section 2253.021(c) for the benefit of the beneficiaries described by that subsection.

(b) The bonds required to be furnished under Subsection (a) must be furnished before the contractor begins work.

(c) It is an implied obligation under a contract of insurance for the insurance company to furnish the bonds required by this section.

(d) To recover in a suit with respect to which the insurance company has furnished or caused to be furnished a payment bond, the only notice required of a payment bond beneficiary is the notice given to the surety in accordance with Subchapter C.

(e) This section does not apply to a governmental entity when a surety company is complying with an obligation under a bond that had been issued for the benefit of the governmental entity.

(f) If the payment bond required by Subsection (a) is not furnished, the governmental entity is subject to the same liability that a surety would have if the surety had issued the payment bond and the governmental entity had required the bond to be provided. To recover in a suit under this subsection, the only notice required of a payment bond beneficiary is

a notice given to the governmental entity, as if the governmental entity were the surety, in accordance with Subchapter C. Added by Acts

1997, 75th Leg., Ch. 1132, Sec. 3, eff. Sept. 1, 1997.

Sec. 2253.023. ATTEMPTED COMPLIANCE. (a) A bond furnished by a prime contractor in an attempt to comply with this chapter shall be construed to comply with this chapter regarding the rights created, limitations on those rights, and remedies provided.

(b) A provision in a bond furnished by a prime contractor in an attempt to comply with this chapter that expands or restricts a right or liability under this chapter shall be disregarded, and this chapter shall apply to that bond.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2253.024. INFORMATION FROM CONTRACTOR OR SUBCONTRACTOR. (a) A prime contractor, on the written request of a person who provides public work labor or material and when required by Subsection (c), shall provide to the person:

(1) the name and last known address of the governmental entity with whom the prime contractor contracted for the public work;

(2) a copy of the payment and performance bonds for the public work, including bonds furnished by or to the prime contractor; and

(3) the name of the surety issuing the payment bond and the performance bond and the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

(b) A subcontractor, on the written request of a governmental entity, the prime contractor, a surety on a bond that covers the public work contract, or a person providing work under the subcontract and when

required by Subsection (c), shall provide to the person requesting the information:

(1) the name and last known address of each person from whom the subcontractor purchased public work labor or material, other than public work material from the

subcontractor's inventory;

(2) the name and last known address of each person to whom the subcontractor provided public work labor or material;

(3) a statement of whether the subcontractor furnished a bond for the benefit of its subcontractors and materialmen;

(4) the name and last known address of the surety on the bond the subcontractor furnished; and

(5) a copy of that bond.

(c) Information requested shall be provided within a reasonable time but not later than the 10th day after the receipt of the written request for the information.

(d) A person from whom information is requested may require payment of the actual cost, not to exceed $25, for providing the requested information if the person does not have a direct contractual relationship with the person requesting information that relates to the public work.

(e) A person who fails to provide information required by this section is liable to the requesting person for that person's reasonable and necessary costs incurred in getting the requested information.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., Ch. 380, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.123, eff. September 1, 2005.

Sec. 2253.025. INFORMATION FROM PAYMENT BOND BENEFICIARY. (a) A payment bond beneficiary, not later than the 30th day after the date the beneficiary receives a written request from the prime contractor or a surety on a bond on which a claim is made, shall provide to the contractor or surety:

(1) a copy of any applicable written agreement or purchase order; and

(2) any statement or payment request of the beneficiary that shows the amount claimed and the work performed by the beneficiary for which the claim is made.

(b) If requested, the payment bond beneficiary shall provide the estimated amount due for each calendar month in which the beneficiary performed public work labor or provided public work material.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2253.026. COPY OF PAYMENT BOND AND CONTRACT. (a) A governmental entity shall furnish the information required by Subsection (d) to any person who applies for the information and who submits an affidavit that the person:

(1) has supplied public work labor or material for which the person has not been paid;

(2) has contracted for specially fabricated material for which the person has not been paid; or

(3) is being sued on a payment bond.

(b) The copy of the payment bond or public work contract is prima facie evidence of the content, execution, and delivery of the original.

(c) An applicant under this section shall pay any reasonable fee set by the governmental entity for the actual cost of preparation of the copies.

(d) A governmental entity shall furnish the following information to a person who makes a request under Subsection (a):

(1) a certified copy of a payment bond and any attachment to the bond;

(2) the public work contract for which the bond was given; and

(3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., Ch. 380, Sec. 3, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.124, eff. September 1, 2005.

Sec. 2253.027. LIABILITY OF GOVERNMENTAL ENTITY. (a) If a governmental entity fails to obtain from a prime contractor a payment bond as required by Section 2253.021:

(1) the entity is subject to the same liability that a surety would have if the surety had issued a payment bond and if the entity had obtained the bond; and

(2) a payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the public work contract were subject to Subchapter J, Chapter 53, Property Code.

(b) To recover in a suit under Subsection (a), the only notice a payment bond beneficiary is required to provide to the governmental entity

is a notice provided in the same manner as described by Subchapter C. The notice must be provided as if the governmental entity were a surety.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 2003, 78th Leg., Ch. 515, Sec. 1, eff. Sept. 1, 2003.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Jorge Cardenas, Chief Information Officer
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to approve the quote/proposal submitted by SHI Government Solutions, Inc. for Rubrik data protection, backup, disaster recovery, cybersecurity resilience, and Microsoft 365 data protection services, in the amount of $158,288.15, as budgeted, under proposed Contract No. 289-26-IT-CP. (Information Technology Department)

Summary:
The City of Brownsville relies on secure, uninterrupted access to critical systems and data to provide public safety, emergency response, utilities, financial operations, and resident services. To maintain this reliability, we must ensure our data protection and disaster recovery capabilities are modern, resilient, and aligned with today's cyber-risk environment.

This proposal seeks approval to purchase Rubrik's data protection, identity resilience, and cloud backup services, along with hardware support and Microsoft 365 data resiliency tools. These services collectively strengthen the City's ability to defend against cyber threats, recover quickly from disruptions, and meet compliance and continuity obligations.

The total cost of this proposal is $158,288.15.

Project Scope and Analysis:

1. **Strengthening Cybersecurity and Ransomware Resilience**

Rubrik's platform provides identity resilience, immutable backups, and secure recovery capabilities designed to protect against cyberattacks—especially ransomware, one of the most pressing threats facing cities nationwide.
If city accounts or systems are compromised, Rubrik ensures we can recover quickly, accurately, and safely.

2. **Protecting Microsoft 365 Data**

Most of the City's business operations rely on Microsoft 365 (email, OneDrive, Teams,

SharePoint). Rubrik provides reliable, independent, long-term retention for this data, ensuring that accidental deletions, corruption, insider threats, and account takeovers do not result in permanent data loss.

3. **Modernizing Our Backup & Disaster Recovery Infrastructure**

The proposal includes enterprise storage, cloud vaulting in Azure, and support for existing Rubrik hardware appliances. These ensure we can securely store backups both on premises and off site, allowing for rapid restoration after system failures, natural disasters, or other emergencies.

4. **Ensuring Continuity of Critical City Services**

Public safety systems, financial transactions, permitting, dispatch, email communications, and records management all depend on reliable access to data. Any extended outage or loss of information directly affects residents and operational continuity.

What Happens If We Do NOT Approve This Purchase?

1. **Increased Risk of Permanent Data Loss**

Without modern backup protections, the City risks losing irreplaceable data due to cyber incidents, accidental deletions, or system failures.

2. **Significantly Longer Recovery Times**

Without this upgrade, recovering from outages could take days or weeks. Extended downtime affects emergency response, payroll, utilities, permitting, and internal operations.

3. **Greater Exposure to Ransomware**

Current threat levels demand modern immutable backups. Without this investment, the City becomes vulnerable to a situation where ransomware could encrypt systems and backups simultaneously, eliminating safe recovery options.

4. **Non Compliance & Audit Risks**

Many state and federal guidelines require maintained, protected, and restorable data. Aging or incomplete backup systems create compliance gaps.

5. **Operational and Financial Consequences**

A single large scale outage or cyber event can cost far more, potentially millions, than the requested investment.

What This Proposal Includes

This purchase covers:

- Identity Resilience licensing for City staff

- Microsoft 365 data protection for all users and stored data
- Enterprise backup storage capacity
- Cloud vault storage in Microsoft Azure
- Support coverage for existing Rubrik hardware
- Professional consulting services for implementation and optimization
- Transition credits to align our M365 backup licensing with modern capacity-based models

Conclusion & Recommendation

Investing in Rubrik's data protection platform is essential for safeguarding the City's operational integrity, cybersecurity posture, and continuity of services. The risk of **not** acting exposes Brownsville to unnecessary operational, financial, and security vulnerabilities.

Funding:

Source: 702-241-776

Amount: $158,288.15 (pending on the budget amendment)

Local Contribution if Applicable:

Recommendation:
The Information Technology Department recommends approval of the quote/proposal submitted by SHI Government Solutions, Inc. for Rubrik data protection, backup, disaster recovery, cybersecurity resilience, and Microsoft 365 data protection services, in the amount of $158,288.15, as budgeted. Staff further recommends authorizing the City Manager, or designee, to finalize and execute the related agreement and any necessary documents following City Commission approval, subject to review and approval as to form by the City Attorney.

Commission Pillar:
Public Safety, Quality of Life & Vibrancy, Governance, Infrastructure

Attachments:
1. 289-26-IT-CP - Procurement Analysis
2. SHI Quote - 6-24-26
3. Form 1295 Certificate 101560239

PROCUREMENT ANALYSIS

Date: Tuesday, June 30, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Jorge Cardenas, Chief Information Officer

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, July 7, 2026.
"Consideration and Action to approve the quote/proposal submitted by SHI Government Solutions, Inc. for Rubrik data protection, backup, disaster recovery, cybersecurity resilience, and Microsoft 365 data protection services, in the amount of $158,288.15, as budgeted, under proposed Contract No. 289-26-IT-CP for the Information Technology Department."

Executive Summary:

- Department: IT Department
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 289-26-IT-CP
- Vendor: SHI International Corp.
- Contract Amount: $158,288.15
- Term: One (1) Year Term

Background:
The Information Technology Department identified the need to procure a comprehensive data protection and cybersecurity resilience platform to safeguard critical City systems and information. The proposed solution provides secure backup and recovery capabilities, Microsoft 365 data protection, cloud-based data vaulting, and identity resilience tools designed to protect against cyber threats, ransomware incidents, accidental data loss, and system disruptions. These services will enhance the City's ability to maintain business continuity, protect critical information assets, and support uninterrupted delivery of essential municipal services.

Exemption Justification:
Authorized use of contracts competitively solicited and awarded by another governmental entity or cooperative organization in compliance with Texas Local Government Code §271.102.

Procurement has verified that this contract falls under the DIR-CPO-6106 cooperative agreement.

Vendor Information:
SHI International Corp.
290 Davidson Ave, Somerset, NJ 08873
Point of Contact: Tijuana Pendergrass, Enforcement and Compliance Service
Phone/Email: (732) 868-6210| lauren_simone@shi.com

Exhibits & Supporting Documents:

- Exhibit A – Quote #27596239
- Exhibit B – DIR Cooperative Agreement

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with SHI International Corp. under a DIR-CPO-6106 cooperative agreement under Texas Local Gov't Code §271.102.

Pricing Proposal
Quotation #: 27596239
Created On: 6/2/2026
Valid Until: 7/31/2026

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, Texas 78520
United States
Phone: (956) 548-6031
Email: Jorge.cardenas@brownsvilletx.gov

Sr. Client Solutions Manager

Gabriella Jimenez
290 Davidson Ave
Somerset, NJ,08873
Phone: 732-652-0247
Email: gabriella_jimenez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Rubrik Identity Resilience; per User; Premium support; 1 Month Term Length. Term: 12 Months Rubrik - Part#: RS-UR-ICP-PE-PA Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106	1400	$34.27	$47,978.00
2	Rubrik Professional Services, Remote Consulting services per day, must be used within 6 months of purchase, prepay Rubrik - Part#: RA-PS-CON-RMOT Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106	1	$2,716.00	$2,716.00
3	Pooled Data Protection Capacity Transition Credit for Microsoft 365 for All Retained Data, per GB, Premium Support, Prepay. Term: 12 Months Rubrik - Part#: RS-GB-CR-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106	3310	$0.00	$0.00
4	Rubrik Enterprise Edition; per usable BETB; Premium support; prepay Rubrik - Part#: RS-BT-EE-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Serial #: BB232864100004, BB232664080037 Coverage Term: 7/19/2026 - 7/18/2027	135	$444.10	$59,953.50

5	Support for R6000S-2 hardware, 1 Year Support; Premium support Rubrik - Part#: RS-HW-SVC-PE-S2 Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Serial #: BB232864100004 Coverage Term: 7/19/2026 - 7/18/2027	1	$3,045.80	$3,045.80
6	Support for R6000S-2 hardware, 1 Year Support; Premium support Rubrik - Part#: RS-HW-SVC-PE-S2 Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Serial #: BB232664080037 Coverage Term: 7/19/2026 - 7/18/2027	1	$3,061.32	$3,061.32
7	Rubrik Edge Foundation Edition; per usable BETB; Premium support; prepay Rubrik - Part#: RS-BT-EDG-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	3	$584.21	$1,752.63
8	Rubrik Cloud Vault in Azure - Backup Tier Single Zone; per BETB; Premium support; prepay Rubrik - Part#: RS-BT-CVB-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	100	$191.76	$19,176.00
9	Rubrik Foundation Edition for M365, per user, Premium Support, Prepay Rubrik - Part#: RS-UR-FE-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	1030	$8.57	$8,827.10
10	Pooled Data Protection Capacity for M365 for All Retained Data, per GB, Premium Support, Prepay Rubrik - Part#: RS-GB-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	20600	$0.43	$8,858.00
11	Rubrik Foundation Edition for M365, per user, Premium Support, Prepay Rubrik - Part#: RS-UR-FE-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	260	$8.98	$2,334.80

12	Pooled Data Protection Capacity for M365 for All Retained Data, per GB, Premium Support, Prepay Rubrik - Part#: RS-GB-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	1300	$0.45	$585.00

Total $158,288.15

Additional Comments

Rubrik has a no returns policy.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Purchase orders for this quote will only be accepted by authorized Distributors.
Once an order is accepted by Rubrik, it is non-cancelable and all payments made in connection with such order are non-refundable.
The products and services set forth on this quote are subject to the Rubrik end user terms found at: http://www.rubrik.com/legal. Distributor agrees that it (and shall procure that the applicable Rubrik authorized reseller) will put the end customer on notice of these terms.
Any domestic US shipments handled by Rubrik will be charged a flat rate of $200 per appliance for shipping.
Rubrik hardware and associated hardware support are payable up front and are included in the Payment #1 amount below.
All payments are due within the contractual payment terms.
Payment #1 $158,288.15 is billable upon shipment.
Additional Terms that should be provided to the customer:
M365 TRANSITION PRICE REDUCTION. This Quote includes a Discount for the transition of M365 entitlements previously licensed on a FEGB basis to M365 entitlements licensed on a Data Protection Capacity basis, as set forth above. THIS DISCOUNT APPLIES ONLY TO THE M365 SKU RS-GB-CR-MS-PE-PP RENEWAL ON THIS QUOTE AND WILL BE APPLIED TO FUTURE RENEWALS (SUBJECT TO GENERAL AVAILABILITY) OF THE SAME M365 ENTITLEMENT FOR THE SAME QUANTITY, BUT WILL NOT BE INCLUDED IN ANY FUTURE RENEWALS OF LESSER QUANTITIES, UPGRADES OR ADDITIONAL PURCHASES OF SUCH PRODUCT(S). FUTURE RENEWALS OF THE M365 ENTITLEMENTS ON THIS QUOTE, AND ADDITIONAL PURCHASES OF M365 PRODUCT(S), WILL BE BASED ON DATA PROTECTION CAPACITY.
This Quote contains products which cannot operate on a stand-alone basis and will only function as an add-on component to another pre-requisite Rubrik product. Customer is therefore required to have the most current version of such pre-requisite Rubrik product with an active Support Services entitlement ("Dependent Add-On"). Customer may purchase Dependent Add-Ons that are not coterminous with Customer's license for the prerequisite product and may extend beyond the expiration of the license for the pre-requisite product ("Extended Term"). In the event a Dependent Add-On is purchased for an Extended Term, but Customer does not renew the expired pre-requisite product license and Support Services entitlement, Customer may lose some or all functionality of the Dependent Add-On upon the expiration of the term of the pre-requisite product and Customer will not be entitled to a refund or credits for any portion of the remaining Dependent Add-On subscription.
Amounts shown on this Quote are in US Dollars.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

MASTER COOPERATIVE CONTRACT

SHI International Corp.

1 INTRODUCTION

1.1 Parties

This contract for Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI International Corp., a New Jersey For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 290 Davidson Ave, Somerset, NJ 08873.This contract becomes effective on the date on which the last party to sign affixes its signature.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer DIR-CPO-TMP-595, on June 24, 2025, for Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-595, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

For transactions under this Contract, the order of precedence shall be as follows:

1. This Master Cooperative Contract;
2. Appendix A, Standard Terms and Conditions;
3. Appendix B, Successful Respondent's then current VetHUB Subcontracting Plan (HSP);
4. Appendix C, Pricing Index;
5. Exhibit 1, RFO DIR-CPO-TMP-595, including all Addenda;

6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-595, including all Addenda.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term" and together with the "Initial Term," the "Term"). Prior to expiration of the Initial Term and each Renewal Term (excluding the final Renewal Term), this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal. Additionally, DIR, in its sole discretion, may extend the final Renewal Term by up to twelve (12) months under the then-current terms and conditions upon thirty (30) days written notice to Successful Respondent.

3 PRODUCT AND SERVICE OFFERINGS

The products and services available under this Contract are limited to the products and services provided in Appendix C, Pricing Index. At DIR's sole discretion, Successful Respondent may make changes to its product and service offerings by a mutually agreed amendment to Appendix C, Pricing Index, provided that any changes must be within the scope of the RFO.

4 PRICING

4.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

4.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as

applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for this Contract or a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP", or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided by Successful Respondent at a lower price to: (i) an Eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the same products and services under this Contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

4.3 Changes to Prices

A. Subject to the requirements of this Section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. DIR reserves the right to change the DIR Administrative Fee during the Term, upon written notice to Successful Respondent without amending this Contract.

C. The DIR Administrative Fee for any Customer purchase shall be the rate in effect on the date of the Purchase Agreement.

6 CONTRACT WEBPAGE REQUIREMENTS

In addition to the requirements listed in Appendix A, Section 8.4, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

A. Approved PDAA Form;

B. Warranty policies; and

C. Return policies.

7 USE OF DESIGNATED RESELLERS

7.1 Authorization to Use Designated Resellers

Subject to the conditions in this Section, Successful Respondent may designate resellers to provide the products and services available under this Contract to Customers (such resellers, "Designated Resellers") under the terms and conditions of this Contract. Designated Resellers may enter into Purchase Agreements with Customers on behalf of Successful Respondent and perform Successful Respondent's obligations thereunder. For the avoidance of doubt, Successful Respondent shall remain responsible for obligations to DIR arising under the Contract.

7.2 Responsibility for Designated Resellers

A. Successful Respondent shall be responsible for its Designated Reseller's performance of and compliance with the Contract and all Purchase Agreements

issued thereunder to the same extent as if Successful Respondent had directly entered into such Purchase Agreements.

B. Successful Respondent shall enter into agreements with its Designated Resellers that are consistent with the terms of this Contract. The terms of this Contract take precedence over any conflicting terms in the agreements between Successful Respondent and Designated Resellers to the extent such terms relate to the performance of this Contract.

C. Successful Respondent shall not contractually prohibit or otherwise attempt to prevent its Designated Resellers from participating directly in DIR or Eligible Customer procurements or solicitation opportunities.

7.3 Designation and Removal Procedures

A. Successful Respondent may add Designated Resellers only upon written authorization by DIR.

B. For each Designated Reseller, Successful Respondent shall provide DIR with the entity's:

1. Legal name and assumed name, if applicable;
2. Business address;
3. Comptroller of Public Accounts identification number;
4. Contact email address and phone number; and
5. Any other information reasonably requested by DIR.

C. DIR, in its sole discretion, may reject the addition or require the immediate removal of any Designated Reseller. DIR will make a good faith effort to provide reasonable notice to Successful Respondent of the removal of any Designated Reseller.

D. Successful Respondent may submit a request to DIR to remove a Designated Reseller. Successful Respondent shall provide DIR with any information reasonably requested by DIR related to such removal request, and the parties will cooperate to remove the Designated Reseller as soon as reasonably practicable.

E. Upon removal of a Designated Reseller, any Purchase Agreements entered into with such Designated Resellers will survive in accordance with the terms of such

Purchase Agreement and Section 4.5, Appendix A, Standard Terms and Conditions. Successful Respondent will remain responsible for the performance of such Purchase Agreement in accordance with Section 7.2 above.

F. Upon designation or removal of Designated Resellers, Successful Respondent shall comply with the requirements of the VetHUB program and revise its VetHUB Subcontracting Plan (HSP) accordingly.

8 NOTIFICATION

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to this Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) Business Days after being mailed via United States Postal Service. All notices under this Contract shall be sent to a party at the respective address indicated below or to another address as the party shall have notified the other party in writing.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: dircontractmanagementoffice@dir.texas.gov

With copy to the DIR Contract Manager. *See* Appendix A, Section 10.2, Contract Managers.

If sent to Successful Respondent:

SHI International Corp.
Attn: Contracts Department
290 Davidson Ave
Somerset, NJ 08873
Phone: 888-764-8888

Email: contracts@shi.com

Notices issued pursuant to a Purchase Agreement between Successful Respondent and Customer shall be made in accordance with the Purchase Agreement.

9 ADDITIONAL AGREEMENTS

9.1 Definition of Additional Agreements

"Additional Agreements" include any terms and conditions governing products or services purchased under this Contract that are incorporated into or made applicable to a Purchase Agreement but are not included in the list of documents in Section 1.3, Order of Precedence, hereof. Additional Agreements may be included in, but are not limited to, a Statement of Work, fiscal purchase orders, software licensing agreements, service agreements, leasing agreements, or any linked, click-through, supplemental, or affixed terms or conditions, regardless of when such additional terms and conditions are incorporated into or made applicable to a Purchase Agreement. For the avoidance of doubt, Additional Agreements include terms and conditions governing products or services purchased under this Contract that are incorporated by the publisher or manufacturer of the product or service.

9.2 Authority to Enter Into Additional Agreements

A. Subject to the conditions in this Section, Successful Respondent and a Customer may enter into Additional Agreements. The terms and conditions of such Additional Agreements will be reviewed, negotiated, and agreed upon between the Customer and Successful Respondent. DIR has not reviewed and will not review any Additional Agreements, and is not a party to any Additional Agreements.

    a. Amendments or updates to Additional Agreements shall not be made without Customer's express consent, unless Customer has expressly agreed otherwise.

9.3 Precedence of Contract

A. All Additional Agreements are subject to the Contract. The terms and conditions of the Contract shall take precedence over any conflicting terms and conditions

of any Additional Agreement. Successful Respondent and Customers may not alter this order of precedence.

B. If any Additional Agreement purports to take precedence over or supersede the terms and conditions of the Contract, the conflicting terms and conditions will be void and inapplicable to the Contract and the Purchase Agreement. Successful Respondent will be nonetheless obligated to perform the applicable Purchase Agreement without regard to the conflicting terms and conditions, unless Customer elects instead to terminate such Purchase Agreement, which may be considered a termination for cause in accordance with Section 12.5.3, Appendix A, Standard Terms and Conditions.

10 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

SHI International Corp.

Authorized By: Signature on File

Name: Kristina Mann

Title: Director - Contracts

Date: 4/24/2026 | 12:24 PM EDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/4/2026 6:27 PM CDT

Office of General Counsel: Initials on File

Date: 5/4/2026 4:14 PM CDT

Pricing Proposal
Quotation #: 27596239
Created On: 6/2/2026
Valid Until: 7/31/2026

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, Texas 78520
United States
Phone: (956) 548-6031
Email: Jorge.cardenas@brownsvilletx.gov

Sr. Client Solutions Manager

Gabriella Jimenez
290 Davidson Ave
Somerset, NJ,08873
Phone: 732-652-0247
Email: gabriella_jimenez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Rubrik Identity Resilience; per User; Premium support; 1 Month Term Length. Term: 12 Months Rubrik - Part#: RS-UR-ICP-PE-PA Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106	1400	$34.27	$47,978.00
2	Rubrik Professional Services, Remote Consulting services per day, must be used within 6 months of purchase, prepay Rubrik - Part#: RA-PS-CON-RMOT Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106	1	$2,716.00	$2,716.00
3	Pooled Data Protection Capacity Transition Credit for Microsoft 365 for All Retained Data, per GB, Premium Support, Prepay. Term: 12 Months Rubrik - Part#: RS-GB-CR-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106	3310	$0.00	$0.00
4	Rubrik Enterprise Edition; per usable BETB; Premium support; prepay Rubrik - Part#: RS-BT-EE-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Serial #: BB232864100004, BB232664080037 Coverage Term: 7/19/2026 - 7/18/2027	135	$444.10	$59,953.50

5	Support for R6000S-2 hardware, 1 Year Support; Premium support Rubrik - Part#: RS-HW-SVC-PE-S2 Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Serial #: BB232864100004 Coverage Term: 7/19/2026 - 7/18/2027	1	$3,045.80	$3,045.80
6	Support for R6000S-2 hardware, 1 Year Support; Premium support Rubrik - Part#: RS-HW-SVC-PE-S2 Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Serial #: BB232664080037 Coverage Term: 7/19/2026 - 7/18/2027	1	$3,061.32	$3,061.32
7	Rubrik Edge Foundation Edition; per usable BETB; Premium support; prepay Rubrik - Part#: RS-BT-EDG-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	3	$584.21	$1,752.63
8	Rubrik Cloud Vault in Azure - Backup Tier Single Zone; per BETB; Premium support; prepay Rubrik - Part#: RS-BT-CVB-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	100	$191.76	$19,176.00
9	Rubrik Foundation Edition for M365, per user, Premium Support, Prepay Rubrik - Part#: RS-UR-FE-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	1030	$8.57	$8,827.10
10	Pooled Data Protection Capacity for M365 for All Retained Data, per GB, Premium Support, Prepay Rubrik - Part#: RS-GB-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	20600	$0.43	$8,858.00
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12	Pooled Data Protection Capacity for M365 for All Retained Data, per GB, Premium Support, Prepay Rubrik - Part#: RS-GB-MS-PE-PP Contract Name: Emergency Preparedness, Disaster Recovery Information Technology (IT) Products and Services Contract #: DIR-CPO-6106 Coverage Term: 7/19/2026 - 7/18/2027	1300	$0.45	$585.00

Total $158,288.15

Additional Comments

Rubrik has a no returns policy.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Purchase orders for this quote will only be accepted by authorized Distributors.
Once an order is accepted by Rubrik, it is non-cancelable and all payments made in connection with such order are non-refundable.
The products and services set forth on this quote are subject to the Rubrik end user terms found at: http://www.rubrik.com/legal. Distributor agrees that it (and shall procure that the applicable Rubrik authorized reseller) will put the end customer on notice of these terms.
Any domestic US shipments handled by Rubrik will be charged a flat rate of $200 per appliance for shipping.
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This Quote contains products which cannot operate on a stand-alone basis and will only function as an add-on component to another pre-requisite Rubrik product. Customer is therefore required to have the most current version of such pre-requisite Rubrik product with an active Support Services entitlement ("Dependent Add-On"). Customer may purchase Dependent Add-Ons that are not coterminous with Customer's license for the prerequisite product and may extend beyond the expiration of the license for the pre-requisite product ("Extended Term"). In the event a Dependent Add-On is purchased for an Extended Term, but Customer does not renew the expired pre-requisite product license and Support Services entitlement, Customer may lose some or all functionality of the Dependent Add-On upon the expiration of the term of the pre-requisite product and Customer will not be entitled to a refund or credits for any portion of the remaining Dependent Add-On subscription.
Amounts shown on this Quote are in US Dollars.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1481766

Date Filed:
06/24/2026

Date Acknowledged:
06/30/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI
Austin, 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 Brownsville

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.

289-26-IT-CP
Rubrik Data Protection and Cyber Resilience Software License Subscription (1-Year) for the City of Brownsville

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Sandra Barba, Housing Manager, Efren Trujillo, Director, Armando Rangel, Assistant Director for Community Developement
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to approve the Supportive Services Program allocation for Round 2 under the U. S. Housing and Urban Development (HUD) HOME American Rescue Plan (ARP) program. (Grants and Community Development)

Summary:
The American Rescue Plan Act of 2021 (ARP) appropriated $5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations. The City of Brownsville, as a U.S. Department of Housing and Urban Development (HUD) Entitlement Community, received a total allocation of $3,324,820 in HOME ARP funds. These funds were allocated by formula to participating jurisdictions that qualified for funding through the HOME Investment Partnership Program (HOME Program) from HUD.

The first round allocations were approved by the City Commission and awarded in January 21, 2025 and the remaining balance of $749,811.78 will be awarded after City Commission approval.

Below is a list of eligible Qualifying Populations (QP) for this funding:

***QP1-HOMELESS**: People without a stable place to sleep, like staying in shelters, on the streets, or in cars.
***QP2- AT RISK OF HOMELESSNESS:** People struggling to keep their current home because they can't afford rent or are living in unsafe conditions. Must have an income below 30% of the AMI.
***QP3 -VICTIMS OF DEMESTIC VIOLENCE:** Fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking.
***QP4- AT RISK OF HOUSING INSTABILITY:** Other populations with high risk of housing instability, including highly cost-burdened low-income households, and household who require services or housing assistance to prevent homelessness. Must have an income below 50% of the AMI.

Project Scope and Analysis:

The City of Brownsville received **$3,324,820 in HOME-ARP funds**, allocated under the American Rescue Plan Act of 2021 to support individuals and households experiencing homelessness, at risk of homelessness, fleeing domestic violence, or facing housing instability. Following a needs assessment and public engagement process, the City Commission approved the **HOME-ARP Allocation Plan**, which identified **Tenant-Based Rental Assistance (TBRA)** and **Supportive Services** as the community's priority needs. Each activity was designated **$1,413,048.50** to address gaps in housing stability and access to essential supportive programs.

During the **January 21, 2025 City Commission meeting**, **Round 1 funding allocations** totaling **$668,229.72 for Supportive Services** and **$1,413,048.50 for TBRA**, were approved, which initiated the implementation phase for local service providers. These activities aim to reduce homelessness, strengthen housing retention, and expand service capacity through rental assistance, case management, housing navigation, and other eligible supports.

Approved projects will receive funding through the U.S. Department of Housing and Urban Development's HOME-ARP allocation to the City of Brownsville for eligible activities included under Supportive Services. A total of $749,811.78 in Hnding will be available for the 2026 fiscal year.

The Grants & Community Development Department recommends the following project for funding based on its scope, public participation, and project area eligibility.

Organization	**Requested Funding**	**Recommended**
Bishop Enrique San Pedro Ozanam Center	$213,144.00	**$154,905.89**
Cameron County Children's Advocacy	$134,569.00	**$150,000.00**
Friendship of Women	$113,419.00	**$124,905.89**
Good Neighbor Settlement House	$282,006.08	**$320,000.00**
TOTAL FUNDING	**$743,138.08**	**$749,811.78**

The City of Brownsville HOME-ARP Program received 4 project proposals, and from the applications received we are recommending all 4 proposals. Recommendations are based on the scope of service proposed, organizational capacity, and the anticipated impact on our community. Following these recommendations, we would see a 100% utilization of Supportive Service Funds.

Funding:

Source: HUD-HOME ARP

Amount: $749,811.78

Local Contribution if Applicable: 0

Recommendation:
Staff recommends the approval of the HOME ARP Supportive Services Program.

Commission Pillar:
Governance, Quality of Life & Vibrancy

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Carlos Lastra, City Engineer
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to authorize an Interlocal Agreement between the City of Brownsville and TxDOT for the installation and reimbursement for the operation and maintenance of the traffic signals within a municipality. (Engineering and Public Works Department)

Summary:

The Engineering and Public Works Department recommends awarding the Supplemental Agreement to the Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality.

The agreement will be extended for one (1) year to maintain continuity of maintenance for the traffic signals and overhead flashing beacons.

Project Scope and Analysis:

The initial agreement was for a four- (4) year term, effective October 3, 1968, and has been renewed since then for the safety of citizens.

The maximum amount payable per year is 45,240.00, for the maintenance of sixteen (16) traffic signal lights and two (2) overhead flashing beacons.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable:

Recommendation:
The Engineering and Public Works Department recommends that the one-year extension (renewal) of the Supplemental Agreement to Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality with the Texas Department of Transportation be approved.

Commission Pillar:
Infrastructure

Attachments:
1. Exhibit 1 - Locations
2. Exhibit 2 - Location Type Breakdown- 6497-13-001 City_of_Brownsville_MMA revised .pdf (1)
3. 6497-13-001 - Agreement for the Installation and Reinbursment fo_11475_1

EXHIBIT 1

Contract #6479-51-001 New Count: 05-17-2022

Municipality: City of Brownsville

Signalized intersections on State Expressway located within the City of Brownsville.

HIGHWAY NO. IH 69E

ACTUATED INTERSECTIONS	ROADWAY NAME	MAP LOCATION	PAGE#
IH 69E EXPWY	At East Ave./University Blvd.	1	8
Total: 1			

FIXED TIME INTERSECTIONS	ROADWAY NAME	MAP LOCATION	PAGE#
IH 69E EXPWY	At 13th Street	3	10
IH 69E EXPWY	At 14th Street	3	10
Total: 2			

DIAMOND INTERSECTIONS	ROADWAY NAME	MAP LOCATION	PAGE#
IH 69E EXPWY	at SH 4 (International)	2	1
IH 69E EXPWY	at 6th & 7th St	4	11
IH 69E EXPWY	at SH 48 (Boca Chica)	5	12
IH 69E EXPWY	at Price Road	6	13
IH 69E EXPWY	at FM 802 (Ruben Torres)	7	14
IH 69E EXPWY	at Morrison	8	15
IH 69E EXPWY	at FM 3248 (Alton Gloor)	9	16
IH 69E EXPWY	at FM 1732	10	17
Total: 8			

OVERHEAD FLASHING	ROADWAY NAME	MAP LOCATION	PAGE#
IH 69E EXPWY NBFR	at SH 100	13	20
IH 69E EXPWY SBFR	at FM 1421 Barreda Garden Rd	13	20
Total: 2			

DIAMOND INTERSECTIONS	ROADWAY NAME	MAP LOCATION	PAGE#
FM 511	at FM 328 (Hugh Emerson)	1	22
FM 511	at FM 1847 (Paredes Line Rd)	2	23
FM 511	at Old Alice Road	20	24
IH 69E EXPWY NBFR	at FM 511	11	18
IH 69E EXPWY SBFR	at FM 511	11	18
Total: 5			

POST MOUNT FLASHERS	ROADWAY NAME	MAP LOCATION	PAGE#
Total: 0			

Exhibit 2 Municipality: City of Brownsville New Count: 5/17/2022	
Actuated Signals at conventional intersections and at Tee Intersections shall be reimbursed at **$2,400.00** per intersection per year. Calculation: 1 location(s) **X** $ 2,400.00 = $ 2,400.00 Per Vear	
=	**$2,400.00**
Fixed Time Signals shall be reimbursed at **$1,800.00** per intersection per year. Calculation: 2 location(s) X $ 1,800.00 = $ 3,600.00 Per Vear	
=	**$1,800.00**
Diamond Interchange Signals with one controller shall be reimbursed at **$3.000.00** Der intersection per year. Calculation: 13 location(s) **X** $ 3,000.00 = $ 39 000.00 PerVear	
=	**$39,000.00**
Sign Mounted Flashers shall be reimbursed at **$1,020.00** per Intersection per year. Calculation: 0 location(s) X $ 1,020.00 = $ - Per Vear	
=	**$0.00**
Overhead Flashing Beacons shall be reimbursed at **$1,020.00** per intersection per year. Calculati on: 2 location(s) X $ 1,020.00 = $ 4,080.00 Per Vear	
=	**$2,040.00**
Per Year=	**$45,240.00**
Per Month=	**$3,770.00**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE INSTALLATION AND REIMBURSEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS WITHIN A MUNICIPALITY

THIS AGREEMENT is made by and through the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brownsville, TX, hereinafter call the "City," acting by and through its duly authorized officers, as evidenced by Resolution/Ordinance No. _____, executed on _____, hereinafter acknowledged by reference.

WITNESSETH

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the _____day of _____, 20_____, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5 has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on Exhibit 3.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

A. This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period on one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of

both parties, or terminated as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

A. The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notion: "Attachment No. _____ to "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality," dated_____. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES

A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed as specified in Exhibit 2, 'Traffic Signal Maintenance and Operations Provisions."

B. The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1, and the State will reimburse the City at the flat rate shown in Exhibit 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.

C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 2.

D. The City shall maintain at least one log of all emergency calls and all routine maintenance.

E. Routine maintenance will be performed by the City as specified in Exhibit 2.

Article 4. COMPENSATION

A. The maximum amount payable under this Agreement 45,240.00 per year.

B. Calculations for the above lump sum amount shall be shown in Exhibit 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.

C. The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. PAYMENT

A. The State agrees to reimburse the City at the flat rate shown in Exhibit 3 for maintenance and operations costs for the traffic signals described in Exhibit 1. The City shall submit to the State Form 2557, "Billing Worksheet," or an invoice statement acceptable to the State on a (monthly/quarterly/annual) basis. An original Form 2557or acceptable invoice and four copies shall be submitted to the following address:

600 W Interstate 2; Pharr, TX 78577

B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.

C. The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.

D. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/ annual) payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.

E. Payment for the addition or deletion of traffic signal installation shall be made by supplemental agreement.

Article 6. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 7. TERMINATION

A. This Agreement may be terminated by any of the following conditions:

(1) By mutual agreement and consent of both parties.

(2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation

services for those traffic signal installations which the City has agreed to maintain and operate.

(3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.

(4) By the City upon one hundred twenty (120) days written notice of the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. SUBLETTING

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. AMENDMENTS

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

Article 10. SUCCESSORS AND ASSIGNS

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

Article 11. LEGAL CONSTRUCTION

In the case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 13. DOCUMENTS

At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 14. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Each party is signing this agreement on the date stated next to that party's signature.

THE CITY OF Brownsville

Executed on behalf of the City by:

By: _____ Date: _____

Typed or Printed Name and Title:

_____

_____

APPROVED as to form and legality
By Criselda Ivon Rincon Flores at 6:25 pm, Jun 19, 2026

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____ Date: _____
District Engineer

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.

2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of bumped out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.

3. Keep signal poles, controller pedestals, and foundations in alignment.

4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).

5. Keep traffic and pedestrian signal heads aligned and properly adjusted Repair back plates where needed.

6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.

7. Keep interior of controller cabinets in a neat and clean condition at all times.

8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.

9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.

10. Group relamp and incandescent lamps of all highway traffic signal heads at the expiration of the average rated lamp life or replace the lamps on a bum out basis.

11. Repair or replace any and all equipment that malfunctions or is damaged.

12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices.*

13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.

14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.

15. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.

16. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.

17. Documental checks and corrective actions in a separate log book for each intersection.

18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods on nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway main lanes.

Power costs shall be billed directly to the State.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Carlos Lastra, City Engineer
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to approve a proposal for Roadway Asset Services, LLC (RAS), in the amount of $276,366, as budgeted, for Contract No. 298-26-EPW-CP, for a term of nine months, for Pavement Management Services for the City of Brownsville. (Engineering and Public Works Department)

Summary:
Roadway Asset Services, LLC.(RAS), is a Texas-based pavement and asset management consulting firm headquartered in Austin, has submitted a proposal to provide pavement condition assessment and pavement management services for the City of Brownsville, in the amount of $276,366, as budgeted. The total proposed cost consists of the following:

- Roadway Scope of Work Sub-total: $199,816
- Right-of-Way Asset Services, ROW-10 Curb and Gutter Inventory (line mile): $76,550

Total Proposed Amount: $276,366.

Approval of this item will allow the City to proceed with RAS's proposal and authorize the City Manager, or designee, to execute the final agreement after City Commission approval, subject to legal review. The project will provide the City with a comprehensive assessment of its roadway network and support a data-driven strategy for future pavement maintenance and rehabilitation investment.

Project Scope and Analysis:
The scope of this project involves conducting an automated pavement condition survey on approximately 1,017 test miles of paved roadways, in accordance with ASTM D6433 standards.

To complete the project, Roadway Asset Services (RAS) will use an automated Roadway Asset Collection (RAC) equipped with a Second-Generation Laser Crack Measurement System (LCMS-2) for extent/severity of pavement distresses, a Class 1 Inertial Profiler independently certified by the Texas A&M Transportation Institute (TTI) for IRI data, and a camera apparatus for high-resolution imagery of the right-of-way. This pavement assessment will use the

Pavement Condition Index (PCI), ranging from 0 to 100, for each pavement segment (block-to-block) that is supplemented with ASTM D6433 2,500 square foot samples for each segment. The condition indices and all inventory attributes will be provided in various formats, such as Excel spreadsheets and ESRI file geodatabases for plotting within a GIS environment. RAS will also deliver a final pavement report that summarizes findings from the survey.

Funding:

Source: 812-8200-9994-64

Amount: $276,366

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering and Public Works Department recommends the approval of a contract with Roadway Asset Services, LLC (RAS) for pavement condition assessment and pavement management services, for a term of nine months, in an amount not to exceed $276,366. Staff further recommends authorizing the City Manager, or designee, to finalize and execute the related agreement and any necessary documents following City Commission approval, subject to review and approval as to form by the City Attorney.

Commission Pillar:

Infrastructure

Attachments:

1. Proposal RAS Pavement Management Services
2. 298-26-EPW-CP Roadway Asset Services
3. 298-26-EPW-CP Procurement Analysis (RAS)

June 22, 2026

City of Brownsville
404 E Washington
Brownsville, TX 78521

Attention: Maribel Bermudez Guerrero, MPA, Deputy/Interim Dir. of Engineering and Public Works
Reference: RAS Pavement Management Services Proposal

Dear Maribel,

Roadway Asset Services, LLC (RAS) is pleased to discuss the potential pavement and asset management needs for the City of Brownsville. RAS is headquartered in Austin, Texas and has worked with several regional municipalities including Pharr, McAllen, Corpus Christi, and over 70 total municipalities across Texas during the previous 5 years. Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3rd party pavement management programs such as **BOSS®**, **Brightly's Predictor™**, **VUEWorks**, PAVER, OpenGov's Cartegraph, Streetlogix, DOT, Trimble's Agile Assets, Central Square's EAM (Lucity), and many others.

RAS has invested in the most sophisticated fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment** of the roads driven. **This methodology removes the subjectivity of rating small sample areas of the road segment.** RAS has a **fleet of 5 RAC vehicles** and additional capacity from our strategic business partner to ensure the City that we have the staff and resources to complete this assignment in a timely manner.

This proposal will focus on RAS performing pavement condition surveys on approximately 1,017 test miles, with one-pass conducted on local roads and two-pass testing on arterial and collector roadways. In addition, RAS will perform a comprehensive pavement analysis and develop a financially optimized multi-year pavement management plan published to our BOSS® PowerBI portal for City staff access.

RAS is an approved vendor through the BuyBoard purchasing cooperative for Pavement Assessment Services for Roads & Highways. We look forward to building a long-term relationship with the City of Brownsville. Our team is prepared to deliver a scope of work that is tailored to the needs and goals of the City stakeholders. Please do not hesitate to reach out to me with any questions or comments regarding these services.

Sincerely,

Bart Williamson, FCLS
President

1.0 RAS QUALIFICATIONS

1.1 Firm Background



Roadway Asset Services, LLC (RAS) is a Texas Engineering Firm (License #: F-22104) headquartered in Austin. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS. The RAS executive team has managed over 100,000 miles of pavement condition survey and ROW asset data in the last 5 years. Additionally, the RAS team has extensive experience rating pavement per the ASTM D6433 (PCI) methodology utilizing the 100% continuous linear coverage approach that harnesses advanced line scan laser-based technology (hardware), powerful sensor-based processing algorithms for distress quantification (software), and an augmented 21st century artificial intelligence for quality assurance.

No team understands the City's pavement management needs and objectives better than RAS. Three Executive members of RAS (Bart Williamson, Scot Gordon, and Rafael Rivera) played a key role in managing the two previous data collection cycles. This team is familiar with the City's current practices and goals for the management of Brownsville's roadways, including data integration with VUEWorks. The City will benefit from the RAS team's previous experience with the City as well as our experience with similar cities across Texas. Since our foundation, RAS has been contracted to perform pavement management services and ROW asset surveys for agencies of varying sizes across Texas including:



RAS Texas Clients

- McAllen
- Nueces County
- Seguin
- Boerne
- Pflugerville
- Amarillo
- Conroe
- Pharr
- San Antonio
- New Braunfels
- Bulverde
- Hutto
- Galveston
- Lake Jackson
- Corpus Christi
- Austin
- Kyle
- Round Rock
- West Lake Hills
- Ennis
- Lewisville

With **Deep Texas Roots**, RAS is excited to present a strong team with first-hand experience in the complexities of pavement and asset management, processing, analysis, etc., as well as the in-depth knowledge of the technology and methodology needed to complete the work. In addition to data collection, we have a comprehensive understanding of the decentralized asset maintenance process and the need for clear and consistent communication with Stakeholders throughout this project. In addition, RAS is an active member with the American Public Works Association (APWA) and actively presents on the topic of "Pavement Management Innovations" with our clients. RAS co-presented with the City of Galveston on "Rethinking Pavement Management" at the Texas Public Works Association Annual Conference.



1.2 KEY PERSONNEL

The RAS team will use previously established roles to ensure a seamless transition of project ownership. The project roles and individual assignments have been defined below along with summary qualifications.

- **Project Manager and Senior Pavement Engineer, Scot Gordon, PE, IAM (TX PE: 88099)** has over 35 years of experience in pavement engineering and transportation planning. He will review distress interpretations and provide expertise in pavement management optimization. A sample of Mr. Gordon's local pavement condition assessment experience in both the South Texas region and across Texas includes: Brownsville, McAllen, Pharr, Laredo, New Braunfels, Seguin, San Antonio, Kirby, Bexar County, Kyle, Austin, Central Texas RMA, West Lake Hills, Round Rock, Pflugerville, Hutto, Fort Worth, El Paso County, El Paso, and Amarillo.
- **Project Principal, Bart Williamson,** has over 33 years of experience in project management and coordination. Mr. Williamson has worked in the pavement management industry for over 19 years and is well known for providing municipalities with high-quality deliverables on time. Mr. Williamson has directed pavement condition projects for various agencies in South Texas and throughout the state, including: Brownsville, McAllen, Pharr, Corpus Christi, Nueces County, Boerne, Bulverde, Fair Oaks Ranch, Laredo, Seguin, San Antonio, and Bexar County.
- **Data Collection Manager, Rafael Rivera** has over 15 years of experience in automated pavement and ROW data collection that has resulted in the collection of over 100,000 miles. Mr. Rivera oversees the daily operation of field crews to assure quality collection and efficient operation. As data is delivered from field crews, Rafael will be responsible for initiating and reviewing the evaluation process for pavement and ROW assets. Mr. Rivera's local and regional experience includes: Brownsville, McAllen, Pharr, Corpus Christi, Laredo,

San Antonio, Bexar County, Austin, El Paso County, and El Paso.

- **Subject Matter Expert, Zac Thomason, MBA** has over 19 years of experience in pavement management, ASTM D6433 automated data collection, financial optimization, software evaluation, and production data loads. Zac will provide critical input and ask the right questions to ensure the City selects a pavement management software that suits staff needs. Zac will also be directly involved with the pavement analysis, operating intelligence configuration, and development of budget scenarios.
- **Client Services Manager, Dan White, MBA** has over 14 years of experience in pavement condition assessments throughout the U.S. and Canada. Dan has successfully led over 100 pavement and asset management projects. Mr. White will coordinate with various RAS team members to ensure continuity and accuracy of the project. Mr. White will also conduct a project kick-off meeting to finalize the scope of work.
- **QA/QC Manager, Mark Kramer, PE** has 25 years of experience in engineering and information technology projects. He is an expert in custom database integrations, application design/programming, data science, CMMS software, data management/analysis, and IT driven projects. Mr. Kramer manages the LCMS-2 data processing workflow within the RoadTRIP software utilized for distress identification.
- **Analysis Manager, Kelly Baar,** has 3+ years of experience working on linking data to our client's selected software/GIS systems as well as providing quality control of pavement distress data. Kelly is proficient in using ArcGIS to update and maintain databases and using ArcMaps/ArcGIS Pro for geocoding and digitizing.
- **Project Engineer, Sandra Marrero, EI** has 10 years of experience evaluating pavement conditions, processing pavement ratings, preparing reports, performing maintenance budget scenarios, and reporting the results of the project findings in meetings. Ms. Marrero will provide leadership to our pavement evaluation staff and supply initial quality control.
- **Sr. GIS Analyst, Caitlin Parsons** has 9 years of experience in rating/evaluating pavements using automated technologies and following the ASTM D6433 methodology. Caitlin will be responsible for updating databases/shapefiles and ensuring project deliverables meet the City's expectations.

2.0 PROPOSED METHODOLOGY

2.1 Summarized Scope of Work

During our discussions with City staff over previous meetings, RAS understands that the City of Brownsville is seeking a qualified vendor to conduct an automated pavement condition survey on approximately **1,017 test miles** of paved roadways, in accordance with ASTM D6433 standards.

To complete the project, RAS will use an automated Roadway Asset Collection (RAC) equipped with a Second-Generation Laser Crack Measurement System (LCMS-2) for extent/severity of pavement distresses, a Class 1 Inertial Profiler independently certified by the Texas A&M Transportation Institute (TTI) for IRI data, and a camera apparatus for high-resolution imagery of the right-of-way. This pavement assessment will use the Pavement Condition Index (PCI), ranging from 0 to 100, for each pavement segment (block-to-block) that is supplemented with ASTM D6433 2,500 ft^2 samples for each segment. The condition indices and all inventory attributes will be provided in various formats, such as Excel spreadsheets and ESRI file geodatabases for plotting within a GIS environment. RAS will also deliver a final pavement report that summarizes findings from the survey.

Classification	Centerline	Test Miles
Collector	76.22	152.43
Highway	62.09	124.18
Primary Arterial	62.54	125.08
Residential	513.14	513.14
Secondary Arterial	50.85	101.7
Alleys	0.69	0.69
Total	**765.53**	**1017.22**
RAS Lane Miles (2x Centerline):		**1531.06**

2.2 Objective Surveys: Roadway Asset Collection (RAC) Vehicles

The pavement data will be collected and processed matching the City's segmentation for the entire roadway network using the continuous and detailed 20-foot linear samples acquired by the RAC Laser Crack Measurement System (LCMS-2) vehicle. RAS will adopt the City's existing GIS linked centerlines, and the detailed 20-foot LCMS samples will be processed into 2,500 ft^2 samples following the ASTM D6433 logic. These 2,500 ft^2 samples can then be reported as sample inspections for every City segment, thus creating multiple inspections for each segment.



RAS will also aggregate the 2,500 ft^2 samples to match the City's existing segmentation, thus creating one inspection record for every segment. The RAS approach is comprehensive and nimble enough to evolve with City expectations. The City will receive the condition and analysis results in several formats such as Excel Spreadsheets, geodatabases, and ArcGIS Online prior to the final import to software (if selected).

To ensure adequate coverage and exceed ASTM D6433 requirements, the RAC vehicle will survey arterial, collector, and all rigid-PCC roadways in two directions, while single pass testing the remaining local residential roadways. This will be confirmed with the City prior to commencement of field work during the GIS prep stages. RAS will calculate an ASTM D6433 PCI score using the detailed extent and severity distress data captured in the field for every segment, for all street functional classifications, and the overall network. In addition, IRI values will be provided for all street functional classifications in accordance with the AASHTO R 57.

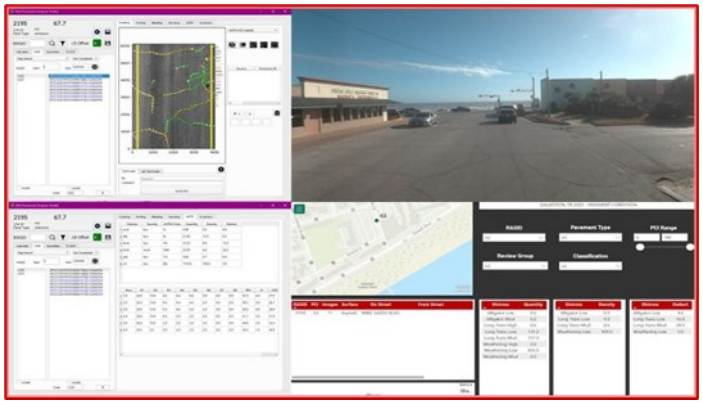
The result will be a Pavement Condition Index (PCI) with distress quantity, density and deducts for each segment. Once the field pilot and verification of data is completed, processing will continue, and a PowerBI data portal will be delivered with condition data and linked forward-view imagery for City QC. At the completion of the project, the roadway and right-of-way images will be delivered. The pavement condition database for the network will be formatted for import to **3rd party asset management software if implemented** and the City's GIS environment. To complete the automated pavement condition survey, the RAS team will dedicate RAC vehicles equipped with:

- The LCMS-2 camera is a downward-facing laser array providing images used to evaluate data that conforms with ASTM D6433 protocols, which uses **two 1-millimeter-pixel** resolution line scan cameras to **provide a customized digital condition rating system to collect user defined severity/extent-based pavement distresses and rutting.**
- The pavement distress type, density, severity, and extent are collected with the LCMS-2 and are used to calculate a Pavement Condition Index (PCI) score, between 0-100, that represents the condition of 100% of the driven lanes.
- **Linear distance measuring to within +/-0.5%**.
- High-Definition cameras (utilized for accurate ROW asset capture, extraction, and QC/QA).
- A class 1 inertial profiler for simultaneously capturing dual-wheel path (left and right) International Roughness Index (IRI) measurements to the hundredth inch and RCI measurements, in accordance with AASHTO R48. The profiler has gone through **ASTM E-950** certification and the inertial profiler meets the requirements and will be operated in accordance with **AASHTO Standards R 57-10, M 328, R 56-10, and R43M/R43-7**.
- Applanix POS/LV with DGPS (Provides accurate internal GPS navigation for geo-locating pavement and right of way asset information).

The RAS team will conduct pavement survey work on dry pavement and in lighting conditions that ensure accurate crack detection. We will collect imagery during daylight hours only, with no rain, fog, or snow visibility obstructions. Any road segment(s) that exhibits low image quality due to lighting will be recollected at a later time. While RAS is confident our fleet is sufficient to complete the project in a timely manner, it's worth noting we have the ability to lease additional equipment if needed. The industry is currently migrating toward sensor-enhanced artificial intelligence (AI) rating for 100% linear assessment of the roads, in accordance with guidelines within the **ASTM D6433 and ASTM E1656**. This methodology removes the subjectivity of rating small sample areas of the segment where the sample may not represent the condition of the entire segment.

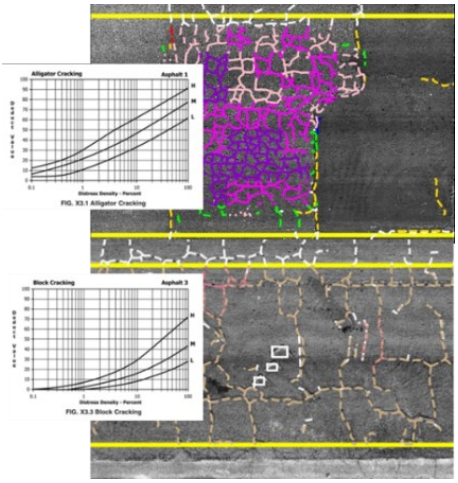
2.3 Pavement Data Processing: Automated Crack Analysis with RoadTRIP®

After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI enhanced pavement rating tool **RoadTRIP® (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile, roughness, rutting, detection of cracks, lane-markings, intended design features, and other distresses. The automated crack analysis detects cracks that are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification.



The severity levels are identified based upon the defined limits (**ASTM D6433**) and verified for resolution through visual quality control checks of image files. Where density metrics are required, these are determined using the length of the interval being reported and the width of road zones included. The **RoadTRIP®** application was designed around the ASTM D6433 data collection protocols and even contains a **PCI calculator** that uses distress deduct curves and Q-correction. This PCI is used for QC/QA before importing detailed extent/severity distress data into 3rd party software if implemented.

Key Differentiators of RoadTRIP®



- **Designed for linear ASTM D6433 & IRI data—**Not all pavement evaluation tools are created equal. RoadTRIP® delivers a PAVER™ equivalent PCI prior to bulk data import, allowing for initial QC by public works staff.
- **Proper classifications of Block and Alligator cracking—** RAS spent significant time developing the algorithm to properly distinguish Block (environmental/age) and Alligator (fatigue). Overall, the industry has been lacking in this area, and it is critical to have this correct for degradation curves and what M&R treatment is applicable.

2.4 Quality Management Plan

RAS developed a detailed **Data Quality Management Plan (DQMP)** to provide our clients with a systemized method for assuring data is representative of the conditions present. Included in the DQMP is a description of condition survey procedures, system calibration/verification, range of accuracy, data checks, roadway segment review, and integration into pavement management software. We can supply the City with our published DQMP upon request. The document's length and technical nature didn't make it suitable for inclusion in this proposal.

Quality Assurance Step #1 – Network Database Review (Completeness / Gap Analysis)

While a simple routine in every project, the cornerstone to project initiation is conducting a complete diagnostic of the roadway network, including a full and thorough assessment of the City's GIS centerline and inventory database. This will include a review of the City's data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (what is missing). **RAS will include the following in this initial review:**

a. Base inventory information, (i.e., Functional Class, lengths, areas, surface type, etc.)
b. Historical condition information & status of survey history
c. Construction and maintenance history
d. Review of maintenance and rehabilitation treatments and unit costs (if any)
e. Review of existing pavement deterioration curves (if any)

Quality Assurance Step #2 – Data Validations of Pilot Roads

The importance of the **Data Validation** stage cannot be understated as it has become a routine milestone for the RAS Team on all pavement condition projects. The data validation allows RAS to collect, process, and review PCI data with City staff to ensure accuracy with the data collection and interpretation protocols. **The review of the RAS condition data will be hosted by Senior Pavement Engineer, Scot Gordon, PE, IAM, where he will review conditions with City Staff** using an RAS image and data viewing tool, hosted in PowerBI, developed specifically for pilots.

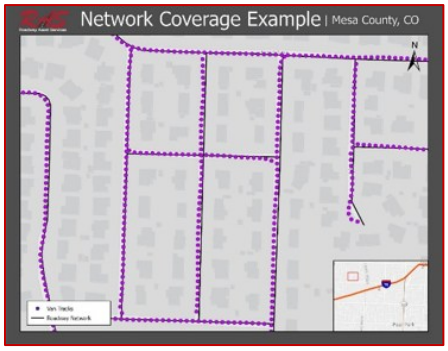
The application loads the downward LCMS-2 images, ROW images, PCI scores, and individual distress deducts such that all participants can gain an understanding as to why a segment scored the way it did. If issues are confirmed during the pilot, then corrective action to the initial pilot will be processed for City review prior to commencing the full network data processing. The pilot allows the RAS team to accommodate local roadway design, soil conditions, modify the distress processing software, and proceed forward with network-level data processing.



Quality Assurance Step #3 – Subsystem Monitoring in the Field

During the survey, the collection software monitors the GPS subsystems and alerts the operator if the GPS feed drops out or if GPS quality is compromised. The IMU will provide acceleration-based corrections during this time to ensure that GPS accuracy is maintained as much as possible.

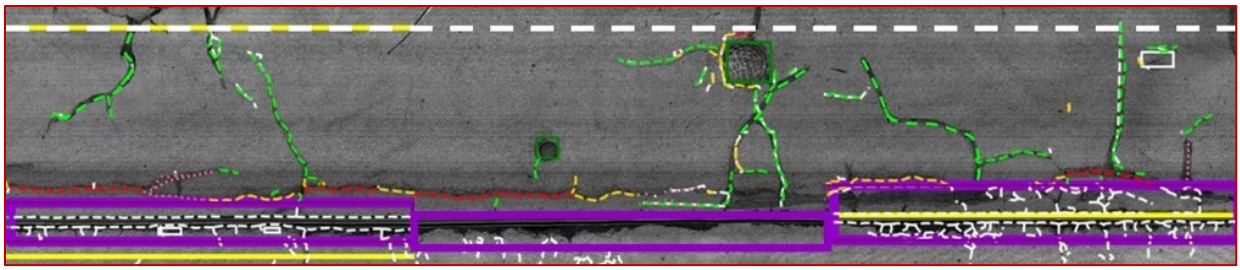
The RAS team will also review a randomized sample of images to ensure that it complies with the requirements of the specifications throughout the course of the network matching and event QC. Upon completion of the network matching, an image report shall be generated with the total image count compared with that expected for each road.



Daily internal progress reports are produced by uploading sensor, GPS, and event data and matching against the road network definition. Progress reports include the following, road sections collected, length discrepancies, and remaining sections to be completed.

Quality Assurance Step #4 – Automated Crack Analysis & Engineer Review

An experienced pavement inspector will perform QC on the RoadTRIP® output to confirm the distresses and severity of the pavement condition data collected by the automated technology. This manual quality review is performed, in accordance with the principles of the ASTM D6433 standards, using the LCMS pavement images gathered during collection with the distresses superimposed and color-coded. Each detailed 20-foot LCMS sample is geocoded for real world distress location identification. In addition, the 20-foot level distress data is processed at the 2,500 ft^2 sample size per **ASTM D6433 protocols** This results in a localized failure heatmap deliverable of all samples with distress densities that are geotagged and available in the mapping interface.

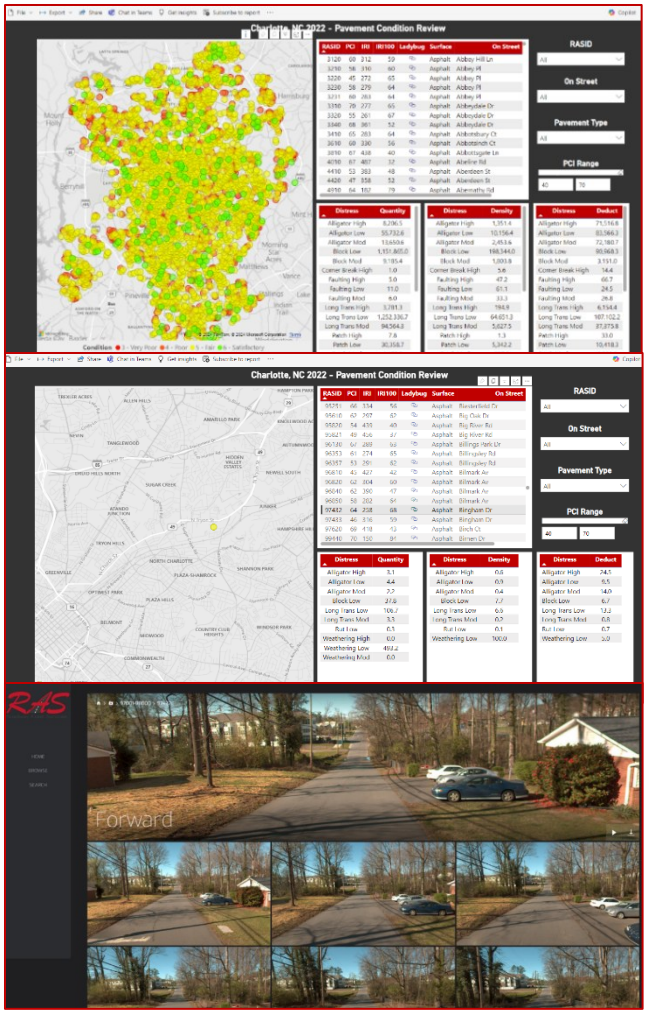


Quality Assurance Step #5 – Data Validation Portal

Each RAS client is presented with raw and processed pavement condition data via Excel, Access, GIS, and Google Earth files. In addition, we provide our clients with a Data Validation Portal (PowerBI) that can be accessed via connected devices in the field.

City staff will have easy access to a map that displays the **pavement condition data** on a segment-by-segment basis. The user can filter by unique ID, PCI range, pavement type, or functional classification depending on what they would like to visualize. The filters are also fully customizable to make the filter process more streamlined.

Example: Upon clicking on the desired segment for inspection, the distress deducts are then displayed in the lower right-hand side of the screen. The user can then click on an image link to verify the displayed distress deducts by virtually driving down the segment, spaced every 20 feet. The purpose of this application is to assist the City in the review of the RAS inspection data and create a highly visualized space in which to do so.

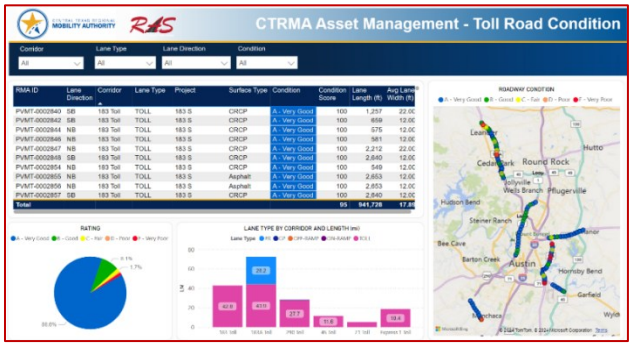


3.0 BUDGET OPTIMIZATION STREET SELECTOR (BOSS®)

RAS has developed a pavement management program called **BOSS® (Budget Optimization Street Selector)** that is utilized for customized deterioration curves, runs on the logic of cost-of-deferral, and develops prioritized multi-year rehabilitation plans that are financially optimized and ready to be presented to City administrators or elected officials. The benefit of the **BOSS®** program is that the City will have multiple deployment options to meet the City's operational and staffing needs.

3.1 BOSS® Pavement Analysis Functionality and Configuration

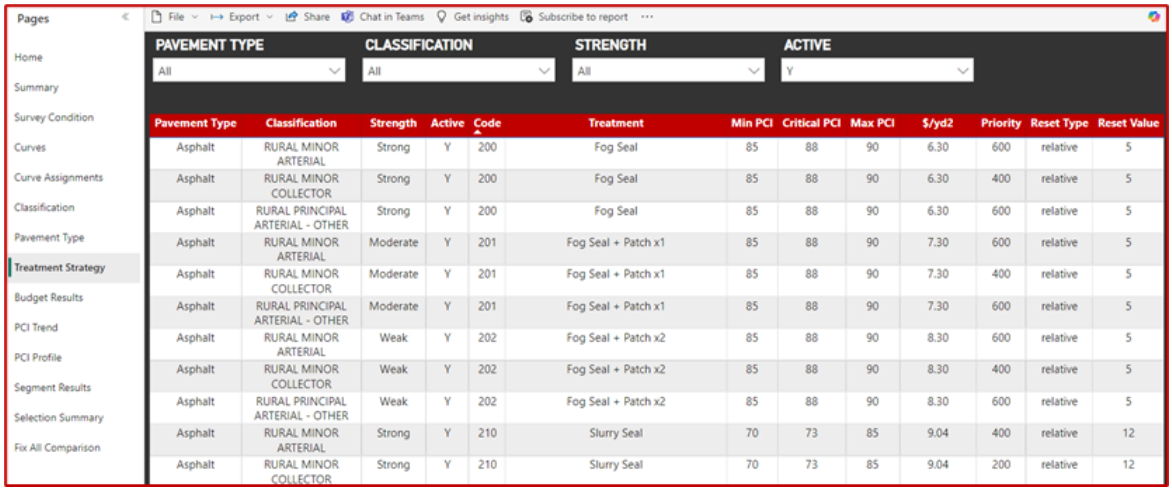
RAS will assist the City with both inventory and condition assessment to enhance the level of service for its business units. RAS can also assist the City with determining the right treatment (prescription) at the right time. The RAS team has vast experience in capital planning (decision trees) of these inventoried assets as they are strategically programmed for replacement, refurbishment, or general maintenance.



RAS will ensure **BOSS®** is setup to adopt the City's segment level GIS centerline, run budgetary models, financially optimize the multi-year plan using sound "cost-of-deferral" constraints, and setup the logic to produce a final maintenance and rehabilitation plan customized for the City's unique constraints. **BOSS®** is a cloud-based application with powerful pavement management algorithms behind it that export the results of the pavement analysis to a user-friendly MS PowerBI interface. All the results are integrated with the City's existing GIS and supplied to the City as a Personal/File Geodatabase for consumption and storage.

BOSS™ involves the following sequences and engagements during the configuration process:

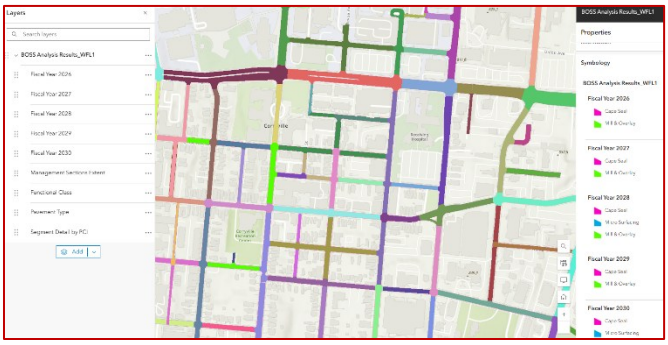
- **Maintenance & Rehabilitation Setup** – to ensure the results of the budget model runs meet the City's expectations, RAS will discuss the current Maintenance and Rehabilitation plan within the pavement analysis setup. This activity will include a review of Min/Max PCI, Breakpoint PCI, decision trees for treatments, real-world impact to PCI, and reset PCI scores.



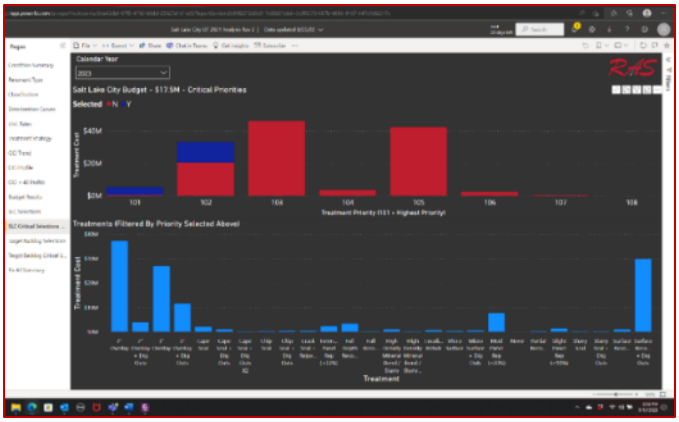
Pavement Type	Classification	Strength	Active	Code	Treatment	Min PCI	Critical PCI	Max PCI	$/yd2	Priority	Reset Type	Reset Value
Asphalt	RURAL MINOR ARTERIAL	Strong	Y	200	Fog Seal	85	88	90	6.30	600	relative	5
Asphalt	RURAL MINOR COLLECTOR	Strong	Y	200	Fog Seal	85	88	90	6.30	400	relative	5
Asphalt	RURAL PRINCIPAL ARTERIAL - OTHER	Strong	Y	200	Fog Seal	85	88	90	6.30	600	relative	5
Asphalt	RURAL MINOR ARTERIAL	Moderate	Y	201	Fog Seal + Patch x1	85	88	90	7.30	600	relative	5
Asphalt	RURAL MINOR COLLECTOR	Moderate	Y	201	Fog Seal + Patch x1	85	88	90	7.30	400	relative	5
Asphalt	RURAL PRINCIPAL ARTERIAL - OTHER	Moderate	Y	201	Fog Seal + Patch x1	85	88	90	7.30	600	relative	5
Asphalt	RURAL MINOR ARTERIAL	Weak	Y	202	Fog Seal + Patch x2	85	88	90	8.30	600	relative	5
Asphalt	RURAL MINOR COLLECTOR	Weak	Y	202	Fog Seal + Patch x2	85	88	90	8.30	400	relative	5
Asphalt	RURAL PRINCIPAL ARTERIAL - OTHER	Weak	Y	202	Fog Seal + Patch x2	85	88	90	8.30	600	relative	5
Asphalt	RURAL MINOR ARTERIAL	Strong	Y	210	Slurry Seal	70	73	85	9.04	400	relative	12
Asphalt	RURAL MINOR COLLECTOR	Strong	Y	210	Slurry Seal	70	73	85	9.04	200	relative	12

- **Deterioration Curves** – forecasting pavement conditions requires a detailed set of pavement deterioration curves for each roadway traffic classification and pavement material type, as designated by the pavement management system. In addition, the software can be programmed with custom curves for each client's unique realities, such as instances of pre-incorporation and modern designed roadways.

- **Management Sections** – the **BOSS®** program includes the ability to stitch segments (blocks) together to form a logical project, also known as a "management section." RAS will work with City staff to review the initial model results and begin "stitching" segments together to form logical projects that best meet the operational needs of the City. The benefit of utilizing management sections is that the **BOSS®** program runs the budgetary scenario at the project level, producing real-world rehabilitation plans that are ready for review, modification, or action.



- **Financial Optimization & Prioritization** – The **BOSS®** analysis uses sound engineering and economic logic to prioritize which street candidates are selected throughout the multi-year plan. While most pavement management programs will prioritize by roadway traffic and condition, a **BOSS®** analysis takes it a step further and introduces financial optimization into candidate selection through the use of a "Need Year" analysis that identifies each segment's cost of deferral. Understanding the "Cost of Segment Deferral" allows the analysis to maximize the City's limited funding.



3.2 Budgetary Modeling

RAS will work with the City to establish the maintenance and rehabilitation activities, PCI trigger points, costs, reset PCI values, completed rehabilitation work since the survey, planned work, existing budgets, pavement deterioration curve development/assignment, and inflation priorities. RAS will assist City staff with determining the right treatment at the right time by reviewing the existing maintenance and rehabilitation strategies and recommending others that may be a good fit.



The scope will include developing up to 10 multi-year pavement management scenarios using different philosophies, budget levels, and distributions. While RAS will define the scenarios to be run with City staff, at a minimum the following questions should be **answered with the scenarios to develop the recommended treatment timing calendar for the City**:

- **What is the resultant network PCI at my current funding level?**
- **What budget is required to maintain my existing network PCI?**
- **Scenario 1: $200k per year Crack Sealing**
- **Scenario 2: $500k per year Seal Coating**
- **Scenario 3: $2.0M per year Mill & Overlay**
- **Scenario 4: $10.0M per year Major Reconstruction (CIP)**
- **What budget is required to achieve a desired network PCI?**
- **What budget is required to control the growth in backlog?**

RAS will also consult with City staff to develop models utilizing different types of rehabilitation strategies (worst first, best first, most economic, need year, etc.). RAS understands that getting buy-in from City Administrators and Elected Officials means developing a long-range rehabilitation plan that considers local priorities. The RAS team will ensure that already approved rehabilitation work is programmed into the budgetary models for selection during the run. In addition, RAS will consult with City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method.

3.3 Enhanced Analysis and Reporting

The City has specifically requested the performance of data analysis and planning that goes beyond a typical multi-year pavement management report. The following tasks and analysis routines will be built into the RAS workflow specifically for the Brownsville project.

Tabular Summary Data

The City has specified the following data be summarized and incorporated into the report(s). RAS will consult with City staff during the analysis stage of the project to ensure all historical data and geospatial data is available to perform these tasks.

Note that when using historical PCI survey data, differences in distress interpretations, survey sample sizes and coverage, and technology applications will be considered when developing comparison and trend data.

Multi-Year Trend Analysis

- A tabular report depicting the 2013, 2018 and 2026 PCI cycles side by side.
- A network wide PCI trend line incorporating each of the three survey cycles.
- Development of a deterioration rate per segment. To accomplish this, every segment is assigned to a deterioration curve that is based on the functional class and pavement type.
- PCI trend lines by functional class, pavement type, and district.

Citywide and District-Level Trend Analysis

- Linear miles of each pavement type per district
- Districts that improved vs. declined
- Districts with the fastest deterioration rates

- Cost of deferral over the past 5 years. This will be represented as the cost per PCI point lost.
- Top 100 segments with the greatest PCI decline.
- Top 100 segments with the best performance.
- Funding levels needed vs. funding levels actually spent.

Treatment Timing Calendar & CIP Alignment

- A 5 Year CIP alignment report with the City's existing/current workplan list. RAS will run a comparison of a fix-all list to the City's current workplan.
- Comparison of the City's current and next year proposed mill & overlay plan with RAS' recommended plan.

Enhanced Degradation Curve Analysis

- Comparison of deterioration curves generated from Brownsville's actual data vs. theoretical curves.
- Variance analysis and recommended curve adjustments.
- How long Mill & Overlay (M&O) treatments lasted. This task assumes that the City is to provide list of streets with completed M&O activity from 2020-now.
- Identification of underperforming treatments (M&O).
- Segments that failed early. This task assumes the City will provide historical M&R and construction data beyond the 2020-current data.

Inflation & Cost Escalation Analysis

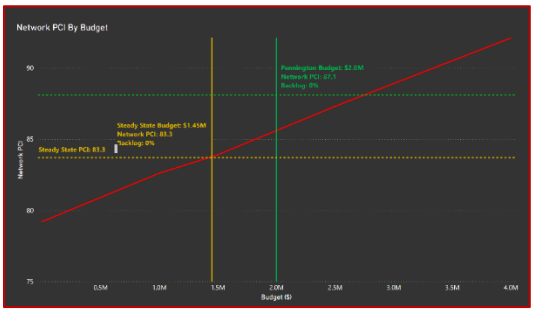
RAS builds in annualized inflation into our analysis models and logic. For Brownsville, the multi-year plans or treatment timing calendar will be based on annualized inflation that considers the current economic market and the local and regional factors. This concept is built into our models and inflation escalation is accounted for.

Utility Cut Study

- Quantify PCI loss attributable to utility cuts.
    - Typically, RAS will rate patching and utility cuts as a single distress but for Brownsville RAS will separate them so that data can be reported on the density of utility cuts and their impact on PCI on a segment-by-segment basis.
- Provide a count for the utility cost identified
    - RAS will process all the data in 2,500 sq.ft. samples (roughly a 200-foot long sample) before we aggregate the data up to the segment. While patching and utility cuts are rated by area/density.
    - RAS will query the samples with a high density of moderate or severe utility cuts for reporting purposes.

3.4 Reporting & Dashboarding

RAS will provide the City with a Final Pavement Report including study objectives, methodology utilized, project summary, analysis of current pavement management practices, rehabilitation plans, and multi-year budget scenarios. In addition, the City will receive statistical charts, graphs, and area maps illustrating all PCI results, street segment lengths, pavement type, the overall City road quality, and findings from the pavement evaluation.



Public-facing Portal/Dashboard Development

RAS regularly develops public-facing dashboards and story maps that can be embedded into client websites or accessed with ArcGIS Online or Microsoft PowerBI.

For each client, the process involves a consultation to determine what data, and information should be accessible and visible via the dashboard(s).

As seen in the example images to the right, RAS can develop dashboards that allow access to a mapping interface for constituents to drill down to their location and view the conditions of the roadways and planned work. Anything that RAS delivers to the City could theoretically be presented via the dashboard.

Typically a dashboard will consist of a streamlined Executive Summary from the report including concepts of pavement management, general conditions by category and PCI ranges, and the maps with current conditions, projected conditions based on the various budget scenarios, and published work plans.



4.0 BOSS® IMPLEMENTATION OPTIONS

There is no one size fits all implementation when it comes to pavement management software as every municipal agency has a varying degree of staff, resources, and technical skill sets that are available. **These options are for clients that would like to go beyond the initial pavement management analysis and report delivered by RAS with the base scope of work.**

RAS offers its clients two different solutions for continuing service as follows: **PMaaS or WEB.** PMaaS is where RAS updates the pavement management program monthly/quarterly/annually on behalf of the City and WEB is the "self-service" model where the City runs the software. Regardless of the option selected by the City, it is also worth noting that the RAS team will fully configure **BOSS®** and produce all the analysis results needed to develop a prioritized 5-year plan and final report.

4.1 BOSS® Pavement Management as a Service (PMaaS): Annual Subscription Model

PMaaS Subscription (Invoiced Monthly, Quarterly, or Semi-annually)

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the City's roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to **BOSS®**. Support activities can include the common tasks identified in the table on the following page or even ad-hoc requests such as running a new scenario requested by City Administration. The annual support subscription is meant to be flexible and provide the City with immediate access to consulting services and RAS' pavement management expertise.

Hours can be used for additional training or even the assignment of tasks to the RAS support team such as programming completed work on a monthly basis, assigning tasks (planned work), modifying management sections when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques and pavement design.

The subscription level corresponds with the level of service updates required by each agency and is listed as **BRONZE, SILVER**, **GOLD, PLATINUM,** or **TITANIUM**. PMaaS is an optional service and not a requirement. This service is meant to support the City's annual analysis update requirements if they lack the internal resources or time to complete them internally.

Pavement Management as a Service (PMaaS) Subscription Levels	Bronze - Up to 40 Hours	Silver - Up to 80 Hours	Gold - Up to 120 Hours	Platinum - Up to 160 Hours	Titanium - Up to 200 Hours
Age Condition Data Review	●	●	●	●	●
Completed Work Update	●	●	●	●	●
Planned Work Update	●	●	●	●	●
Update Unit Rates	●	●	●	●	●
Refresh Budgets	●	●	●	●	●
Update Analysis Maps	●	●	●	●	●
GIS Syncronization	●	●	●	●	●
Modify Deterioration Curves		●	●	●	●
Modify Treatment Strategies		●	●	●	●
Update Written Report and Power Bi		●	●	●	●
Modify Super Segments			●	●	●
On-Call Pavement Module Support			●	●	●
Council Presentation Assistance			●	●	●
On-Call Professional Services Support				●	●
Adding Street Segment GIS Inventory				●	●
GIS Assistance with Linework					●

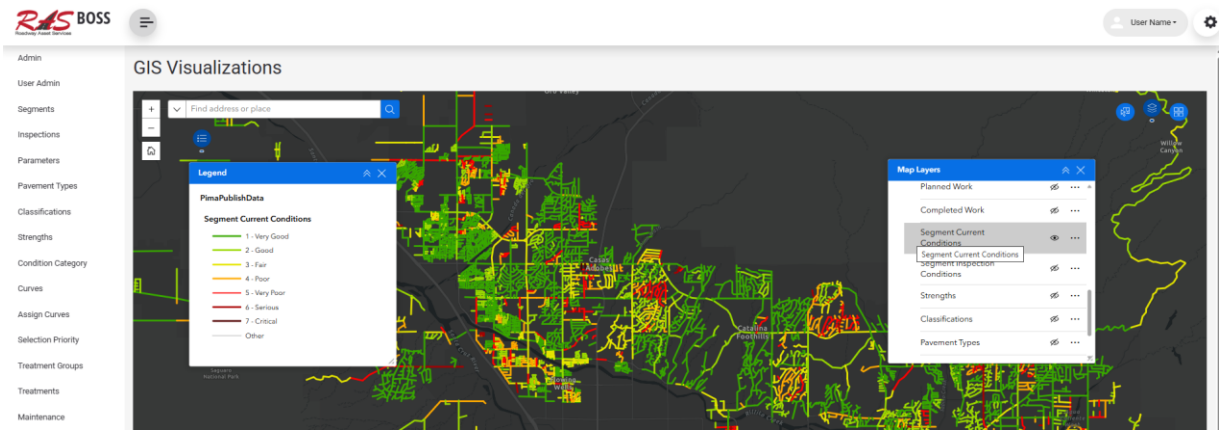
4.2 BOSS® WEB Model

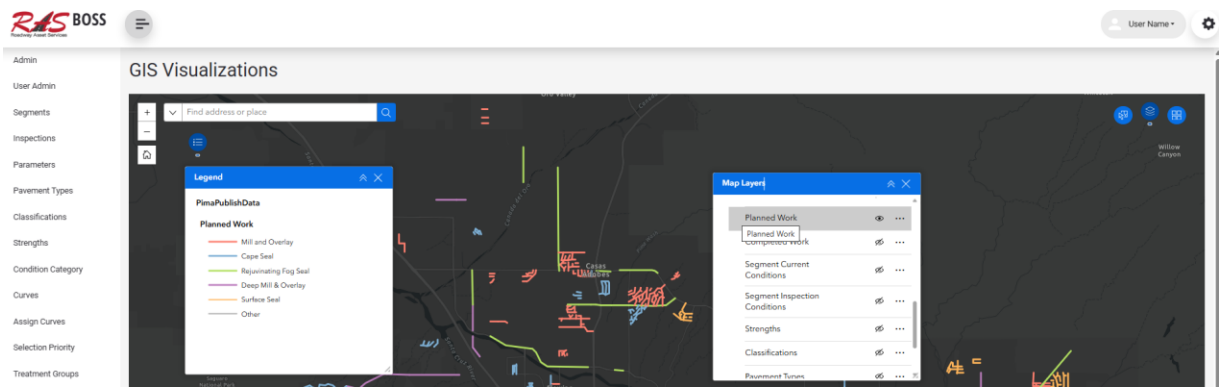
For agencies that would prefer to purchase a license of software and perform their updates in-house, RAS also offers a Web model where an annual license to the web-hosted **BOSS® WEB** software is purchased. The software is completely web-hosted, and all of the data can be exported to Microsoft Excel or even a customized Microsoft PowerBI dashboard. Access to the software grants the user the ability to add segments to the inventory, edit attributes, modify management section sizes/locations (projects), program completed work, program planned work, modify the customized deterioration curves, re-assign appropriate curves, modify an unlimited number of maintenance and rehabilitation activities, modify priority parameters, run customized budgetary models, and view scenario results. In addition, the **BOSS® WEB** software can be linked to update the City's GIS via an ArcGIS Online End Point.

BOSS™
Budget Optimization Street Selector

The **BOSS® WEB** license can be purchased along with a supplemental "Client Success Package." Unlike traditional software companies who only sell "support" to fix bugs in their own software, the RAS Client Success Package includes access to an RAS analysis mentor whom the City can call when they forget how to update management section sizes, input completed work or complete a new budget model. The RAS mentor provides further guidance, feedback, and training to ensure the ultimate success of the City's staff who is operating the BOSS™ software.

As a part of the **BOSS™ WEB** license subscription, City staff automatically receives a **Bronze Level Client Success Package with up to 40 hours of support** supplied on a use it or lose it basis. These hours are complimentary to ensure the success of City staff and additional hours can be purchased via a supplemental Client Success Package described above.





5.0 VALUE-ADD OPTIONAL SERVICES

5.1 Right-of-Way Asset Inventories



Panoramic ROW imagery will be collected in conjunction with the pavement condition assessment. The high-definition images and aerial photos can be used to inventory and capture right-of-way (ROW) assets for extraction. The images will be collected as a right-of-way panorama, including forward, rearward, and downward pavement viewing images. The HD images can be post-processed using RAS software to collect attributes for each asset type captured.

The RAS asset extraction system can inventory and extract attributes on nearly any asset that can be identified in the images. Common roadside features for capture include sidewalks, curb and gutter, pavement markings/striping, pedestrian curb ramps, traffic calming devices, storm water inlets, traffic signals, streetlights, fire hydrants, bus stop shelters, medians, street trees, and many others. Each image will be electronically tagged with location information for plotting within a spatial environment. **An example data dictionary for signs and supports is below:**

Sign & Support Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Signs	AssetID	Integer	100000	Unique GIS identifier for each sign
	XY Location	Integer	41.40338, 2.17403	GPS location in decimal degrees
	Street Name	Text	Michigan Ave.	Name of the roadway the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	MUTCD Code	Text	R1-1	MUTCD code (see Tab with Standard Codes)
	Sign Text	Text	Stop	Auto populated from MUTCD Manual
	Condition	Text	Fair	Visual rating of the condition of the structure: 1-Good, 2-Fair, 3-Poor
	Sign Face Direction	Text	S	Direction of the sign face: E-W-N-S-NW-NE-SW-SE
	Obstructed	Text	No	Identifies if the sign is obstructed: Yes or No
	Legend Color	Text	White	Auto populated from MUTCD Manual
	Back Color	Text	Red	Auto populated from MUTCD Manual
	Comments	Text	Faded Text	Comments generated from GIS technician
Supports	Asset ID	Integer	200000	Unique GIS identifier for each support
	XY Location	Integer	41.40338, 2.17403	GPS location in decimal degrees
	Street Name	Text	Michigan Ave.	Name of the roadway the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Support Structure Type	Text	Post	Construction method of support structure: Post (Freestanding), Bridge, U-Channel, Utility Pole, Mast Arm, Streetlight, Signal
	Post Total	Integer	3	Number of signs affixed to support structure
	Comments	Text	Bent Post	Comments generated from GIS technician

Condition Rating Criteria
1-Good: sign is visible, not faded, straight/upright, legible, no graffiti
2-Fair: sign has minor to no visual defects with good visibility, not faded, straight/upright, legible, no graffiti = sign that may need replacement after 5 or more years
3-Poor: sign has many visual defects with poor visibility faded, bent, or pushed over (sign panel or post), heavy graffiti; obstructed; not visible or legible = sign needs immediate replacement

Curb & Gutter

This is the standard RAS Data Dictionary for Curb & Gutter Inventories.

Curb & Gutter Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Curb&Gutter	AssetID	Integer	100000	Unique GIS identifier for each asset
	Length	Integer	128.59	The measurement in feet from the GIS technician based on the linework
	Street Name	Text	Michigan Ave.	Name of the street the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Travel Direction	Text	N	Placement of the asset relative to travel direction: E-W-N-S-NW-NE-SW-SE
	Side of Road	Text	E	Placement of the asset on the road: E-N-S-W
	Condition	Text	Fair	Visual rating of the condition of the structure: 1-Good, 2-Fair, 3-Poor
	Painted Color	Text	Green	The primary color of the curb structure: none, yellow, green, etc.
	Material Type	Integer	2	The material of theasset structure: 1-PCC Standard, 2-PCC Media, 3-PCC Pinned, 4-PCC Other, 5-Asphalt Curb, 6-Granite/Block Curb, 7-None
	Comments	Text	Faded Text	Comments generated from GIS technician

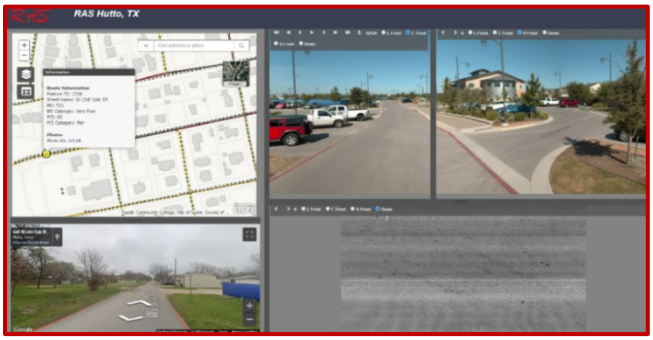
Condition Rating Criteria
1-Good: The curb appears to be in like new condition; or is smooth and has only slight deterioration or sags
2-Fair: The curb appears to be smooth a with only minor cracks, displacements, sags and deterioration
3-Poor: The curb shows signs of extensive deterioration, displacments or cracking requiring replacement

Optional Curb & Gutter Attribution

For an additional fee, RAS has the ability to include an attribute in the inventory that identifies the presence of defects (cracking, visible uplifting, etc.) along the segment. So, in this scenario, each curb segment (typically block-to-block) would have a defect attribute that would tell you if cracking or visible uplifting is present somewhere on that curb.

To get any more granular than that would likely require a feet-on-ground type of assessment or even another piece of technology that we typically use for sidewalks to capture up close curb face imagery.

5.2 Hosted Videologger



RAS can provide the City with the RAS Videologger which is a web hosted full-service image viewer that allows our clients to select a section of roadway from the GIS-based map to visually display the inventory elements and the results of their survey. The RAS Videologger allows an agency to load pavement and ROW imagery for a specific location within the network and sequentially travel down the roadway. The Videologger **houses the ROW imagery, LCMS downward pavement imagery, PCI scores, and even right-of-way asset inventories.** The benefit of having the LCMS imagery on the same platform as the RAC van imagery is the ability to use the forward-facing camera to see what a typical driver would see from a windshield while comparing it against the downward LCMS laser array that focuses only on the pavement surface itself. The Videologger is hosted by RAS with unlimited access with an annual license fee structure.

6.0 COST PROPOSAL

RAS team members have managed/provided field data collection, performed QA/QC, and developed pavement management plans on numerous similar projects to the scope of services requested in this proposal. Below you will find a summary of the fees associated with the services discussed during our meeting and in this proposal for the City's pavement management needs utilizing the **BuyBoard cooperative contract for Pavement Assessment Services.**

Proposal: Base Scope of Work

This cost scenario includes pavement data collection for the entire network, professional data validation of a pilot data subset, and a multi-year analysis and report, along with the delivery of the BOSS® analysis results via a PowerBI portal and the enhanced analysis and reporting options requested by the City. Should the City elect to use the RAS data with 3rd party software, we can provide fees for those services.

BuyBoard Vendor	CONTRACT PRICING WORKSHEET For Catalog Purchases	Contract No.:	734-24	Date Prepared:	6/22/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, documents must be submitted through End User Buy Board Portal. Therefore please type or print legibly.

Buying Agency:	City of Brownsville, TX	**Contractor:**	Roadway Asset Services, LLC (RAS)
Contact Person:	Maribel Bermudez Guerrero, MPA	**Prepared By:**	Bart Williamson
Phone:	956-547-6576	**Phone:**	(210) 837-5249
Email:	Maribel.guerrero@brownsvilletx.gov	**Email:**	bwilliamson@roadwayassetservices.com
Catalog / Price Sheet Name:	RAS Roads Catalog		
General Description of Services:	Pavement and Asset Management Program Update		

Catalog / Price Sheet Items being purchased

Item No.	Description	Units	Unit Pr	Total
BASE-1	Centerline Identification (lump sum)	1	$ 1,950.00	$ 1,950.00
BASE-2	Field Set-up, Mobilization & GPS Network Creation (lump sum)	1	$ 5,500.00	$ 5,500.00
BASE-3	Automated Video Imaging & Data Collection of Pavement Condition (test mile)	1,017	$ 112.00	$ 113,904.00
BASE-4	Video Data Processing & Distress Index Development (Modified ASTM D6433) (test mile)	1,017	$ 42.00	$ 42,714.00
BASE-5	Professional Data Validation Pilot (Per Day)	1	$ 3,500.00	$ 3,500.00
BASE-6	Pavement Widths (lane mile)	1,531	$ 8.00	$ 12,248.00
ALT-6	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	1	$ 20,000.00	$ 20,000.00
			Roadways Scope of Work Sub-Total:	**$199,816.00**
MH-12	Pavement Subject Matter Expert [Tabular Summary Data Enhancement]	12	$ 275.00	$ 3,300.00
MH-18	Pavement Consultant [Tabular Summary Data Enhancement]	12	$ 200.00	$ 2,400.00
MH-6	GIS Analyst [Degradation Curve Analysis]	24	$ 110.00	$ 2,640.00
MH-7	Senior GIS Analyst [Degradation Curve Analysis]	28	$ 150.00	$ 4,200.00
MH-18	Pavement Consultant [Degradation Curve Analysis]	16	$ 200.00	$ 3,200.00
MH-19	Senior Pavement Consultant [Degradation Curve Analysis]	16	$ 275.00	$ 4,400.00
MH-3	Database Administrator [Public Facing Dashboard Consulting]	32	$ 120.00	$ 3,840.00
MH-7	Senior GIS Analyst [Public Facing Dashboard Consulting]	24	$ 150.00	$ 3,600.00
MH-6	GIS Analyst [Utility Cut Data Analysis]	96	$ 110.00	$ 10,560.00
			Additional Services Sub-Total	**$ 38,140.00**
			Project Total:	**$237,956.00**

Alternative Proposal: Base Scope with ROW Assets Included

This cost scenario includes the base scope of work along with the select right-of-way asset inventory services as requested by the City for consideration, including the enhanced curb & gutter attribution.

BuyBoard Vendor	CONTRACT PRICING WORKSHEET For Catalog Purchases	Contract No.:	734-24	Date Prepared:	6/22/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, documents must be submitted through End User Buy Board Portal. Therefore please type or print legibly.

Buying Agency:	City of Brownsville, TX	**Contractor:**	Roadway Asset Services, LLC (RAS)
Contact Person:	Maribel Bermudez Guerrero, MPA	**Prepared By:**	Bart Williamson
Phone:	956-547-6576	**Phone:**	(210) 837-5249
Email:	Maribel.guerrero@brownsvilletx.gov	**Email:**	bwilliamson@roadwayassetservices.com

Catalog / Price Sheet Name:	RAS Roads Catalog
General Description of Services:	Pavement and Asset Management Program Update

Catalog / Price Sheet Items being purchased

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BASE-5	Professional Data Validation Pilot (Per Day)	1	$ 3,500.00	$ 3,500.00
BASE-6	Pavement Widths (lane mile)	1,531	$ 8.00	$ 12,248.00
ALT-6	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	1	$ 20,000.00	$ 20,000.00
			Roadways Scope of Work Sub-Total:	**$199,816.00**
MH-12	Pavement Subject Matter Expert [Tabular Summary Data Enhancement]	12	$ 275.00	$ 3,300.00
MH-18	Pavement Consultant [Tabular Summary Data Enhancement]	12	$ 200.00	$ 2,400.00
MH-6	GIS Analyst [Degradation Curve Analysis]	24	$ 110.00	$ 2,640.00
MH-7	Senior GIS Analyst [Degradation Curve Analysis]	28	$ 150.00	$ 4,200.00
MH-18	Pavement Consultant [Degradation Curve Analysis]	16	$ 200.00	$ 3,200.00
MH-19	Senior Pavement Consultant [Degradation Curve Analysis]	16	$ 275.00	$ 4,400.00
MH-3	Database Administrator [Public Facing Dashboard Consulting]	32	$ 120.00	$ 3,840.00
MH-7	Senior GIS Analyst [Public Facing Dashboard Consulting]	24	$ 150.00	$ 3,600.00
MH-6	GIS Analyst [Utility Cut Data Analysis]	96	$ 110.00	$ 10,560.00
			Additional Services Sub-Total	**$ 38,140.00**
ROW-1	Sign & Support Inventory with Condition (lane mile)	1,531	$ 60.00	$ 91,860.00
ROW-5	Sidewalks Inventory (lane mile)	1,531	$ 40.00	$ 61,240.00
ROW-8	Signals Inventory (lane mile)	1,531	$ 30.00	$ 45,930.00
ROW-10	Curb and Gutter Inventory (lane mile)	1,531	$ 50.00	$ 76,550.00
MH-7	Senior GIS Analyst [Enhanced Curb & Gutter Defect Attribution]	152	$ 150.00	$ 22,800.00
ROW-17	ADA Ramps Inventory (lane mile)	1,531	$ 30.00	$ 45,930.00
			Right-of-Way Asset Services Sub-Total	**$344,310.00**
			Project Total:	**$582,266.00**

COOPERATIVE SERVICE AGREEMENT
298-26-EPW-CP

This Cooperative Service Agreement ("Agreement") is entered into by and between Roadway Asset Services, LLC. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Service Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Service Agreement.
2. Exhibit A – Proposal (Scope of Work, Compensation/ Fees, and Project Schedule)
3. Exhibit B – BuyBoard Cooperative Contract #737-24
4. Exhibit C – Conflict of Interest Questionnaire
5. Exhibit D- Certificate of Insurance
6. Exhibit E- Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Exhibits A, B, C, D, and E which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Service Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement by City shall not exceed **Two Hundred Seventy-Six Thousand Three Hundred Sixty-Six Dollars and Zero Cents ($276,366.00).** The contract cost consist of the following: Roadways Scope of Work Sub-total: **$199,816.00** and Right-of -Way Asset Services, ROW-10 Curb and Gutter Inventory (lane mile): **$76,550**. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence on approval by the City Commission or designee and ending on **April 30, 2027.** Notwithstanding the foregoing, the parties understand and acknowledge that the Buyboard Cooperative Contract the City is relying on for cooperative purchase expires on May 31, 2027, at which time the City's Agreement with Vendor shall also expire.

Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

Termination for Convenience. CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

Cancellation for Non-appropriated Funds. CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

Force Majeure. CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the term of the Agreement, have access to and the right to examine at reasonable times, as reasonably required, not more than once per year unless cause is established, any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits, which shall not be less than 30 days prior to the intended audit. Vendor may refuse a request for such information if in the Vendor's sole and reasonable discretion, it will present a security risk to Vendor.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Roadway Asset Services, LLC.
6001 W Parmer Lane #370-1102
Austin, Texas 78727

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:	VENDOR:
Signature: _____	Signature: _____
Print Name: _____	Print Name: Scot Gordon
Title: _____	Title: Chief Operating Officer
Date: _____	Date: 06/29/2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

an ESP COMPANY

June 22, 2026

City of Brownsville
404 E Washington
Brownsville, TX 78521

Attention: Maribel Bermudez Guerrero, MPA, Deputy/Interim Dir. of Engineering and Public Works
Reference: RAS Pavement Management Services Proposal

Dear Maribel,

Roadway Asset Services, LLC (RAS) is pleased to discuss the potential pavement and asset management needs for the City of Brownsville. RAS is headquartered in Austin, Texas and has worked with several regional municipalities including Pharr, McAllen, Corpus Christi, and over 70 total municipalities across Texas during the previous 5 years. Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3rd party pavement management programs such as **BOSS®**, **Brightly's Predictor™**, **VUEWorks**, PAVER, OpenGov's Cartegraph, Streetlogix, DOT, Trimble's Agile Assets, Central Square's EAM (Lucity), and many others.

RAS has invested in the most sophisticated fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment** of the roads driven. **This methodology removes the subjectivity of rating small sample areas of the road segment.** RAS has a **fleet of 5 RAC vehicles** and additional capacity from our strategic business partner to ensure the City that we have the staff and resources to complete this assignment in a timely manner.

This proposal will focus on RAS performing pavement condition surveys on approximately 1,017 test miles, with one-pass conducted on local roads and two-pass testing on arterial and collector roadways. In addition, RAS will perform a comprehensive pavement analysis and develop a financially optimized multi-year pavement management plan published to our BOSS® PowerBI portal for City staff access.

RAS is an approved vendor through the BuyBoard purchasing cooperative for Pavement Assessment Services for Roads & Highways. We look forward to building a long-term relationship with the City of Brownsville. Our team is prepared to deliver a scope of work that is tailored to the needs and goals of the City stakeholders. Please do not hesitate to reach out to me with any questions or comments regarding these services.

Sincerely,

Bart Williamson, FCLS
President

1.0 RAS QUALIFICATIONS

1.1 Firm Background



Roadway Asset Services, LLC (RAS) is a Texas Engineering Firm (License #: F-22104) headquartered in Austin. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS. The RAS executive team has managed over 100,000 miles of pavement condition survey and ROW asset data in the last 5 years. Additionally, the RAS team has extensive experience rating pavement per the ASTM D6433 (PCI) methodology utilizing the 100% continuous linear coverage approach that harnesses advanced line scan laser-based technology (hardware), powerful sensor-based processing algorithms for distress quantification (software), and an augmented 21st century artificial intelligence for quality assurance.

No team understands the City's pavement management needs and objectives better than RAS. Three Executive members of RAS (Bart Williamson, Scot Gordon, and Rafael Rivera) played a key role in managing the two previous data collection cycles. This team is familiar with the City's current practices and goals for the management of Brownsville's roadways, including data integration with VUEWorks. The City will benefit from the RAS team's previous experience with the City as well as our experience with similar cities across Texas. Since our foundation, RAS has been contracted to perform pavement management services and ROW asset surveys for agencies of varying sizes across Texas including:



RAS Texas Clients

- McAllen
- Nueces County
- Seguin
- Boerne
- Pflugerville
- Amarillo
- Conroe
- Pharr
- San Antonio
- New Braunfels
- Bulverde
- Hutto
- Galveston
- Lake Jackson
- Corpus Christi
- Austin
- Kyle
- Round Rock
- West Lake Hills
- Ennis
- Lewisville

With **Deep Texas Roots**, RAS is excited to present a strong team with first-hand experience in the complexities of pavement and asset management, processing, analysis, etc., as well as the in-depth knowledge of the technology and methodology needed to complete the work. In addition to data collection, we have a comprehensive understanding of the decentralized asset maintenance process and the need for clear and consistent communication with Stakeholders throughout this project. In addition, RAS is an active member with the American Public Works Association (APWA) and actively presents on the topic of "Pavement Management Innovations" with our clients. RAS co-presented with the City of Galveston on "Rethinking Pavement Management" at the Texas Public Works Association Annual Conference.



1.2 KEY PERSONNEL

The RAS team will use previously established roles to ensure a seamless transition of project ownership. The project roles and individual assignments have been defined below along with summary qualifications.

- **Project Manager and Senior Pavement Engineer, Scot Gordon, PE, IAM (TX PE: 88099)** has over 35 years of experience in pavement engineering and transportation planning. He will review distress interpretations and provide expertise in pavement management optimization. A sample of Mr. Gordon's local pavement condition assessment experience in both the South Texas region and across Texas includes: Brownsville, McAllen, Pharr, Laredo, New Braunfels, Seguin, San Antonio, Kirby, Bexar County, Kyle, Austin, Central Texas RMA, West Lake Hills, Round Rock, Pflugerville, Hutto, Fort Worth, El Paso County, El Paso, and Amarillo.
- **Project Principal, Bart Williamson,** has over 33 years of experience in project management and coordination. Mr. Williamson has worked in the pavement management industry for over 19 years and is well known for providing municipalities with high-quality deliverables on time. Mr. Williamson has directed pavement condition projects for various agencies in South Texas and throughout the state, including: Brownsville, McAllen, Pharr, Corpus Christi, Nueces County, Boerne, Bulverde, Fair Oaks Ranch, Laredo, Seguin, San Antonio, and Bexar County.
- **Data Collection Manager, Rafael Rivera** has over 15 years of experience in automated pavement and ROW data collection that has resulted in the collection of over 100,000 miles. Mr. Rivera oversees the daily operation of field crews to assure quality collection and efficient operation. As data is delivered from field crews, Rafael will be responsible for initiating and reviewing the evaluation process for pavement and ROW assets. Mr. Rivera's local and regional experience includes: Brownsville, McAllen, Pharr, Corpus Christi, Laredo,

San Antonio, Bexar County, Austin, El Paso County, and El Paso.

- **Subject Matter Expert, Zac Thomason, MBA** has over 19 years of experience in pavement management, ASTM D6433 automated data collection, financial optimization, software evaluation, and production data loads. Zac will provide critical input and ask the right questions to ensure the City selects a pavement management software that suits staff needs. Zac will also be directly involved with the pavement analysis, operating intelligence configuration, and development of budget scenarios.
- **Client Services Manager, Dan White, MBA** has over 14 years of experience in pavement condition assessments throughout the U.S. and Canada. Dan has successfully led over 100 pavement and asset management projects. Mr. White will coordinate with various RAS team members to ensure continuity and accuracy of the project. Mr. White will also conduct a project kick-off meeting to finalize the scope of work.
- **QA/QC Manager, Mark Kramer, PE** has 25 years of experience in engineering and information technology projects. He is an expert in custom database integrations, application design/programming, data science, CMMS software, data management/analysis, and IT driven projects. Mr. Kramer manages the LCMS-2 data processing workflow within the RoadTRIP software utilized for distress identification.
- **Analysis Manager, Kelly Baar,** has 3+ years of experience working on linking data to our client's selected software/GIS systems as well as providing quality control of pavement distress data. Kelly is proficient in using ArcGIS to update and maintain databases and using ArcMaps/ArcGIS Pro for geocoding and digitizing.
- **Project Engineer, Sandra Marrero, EI** has 10 years of experience evaluating pavement conditions, processing pavement ratings, preparing reports, performing maintenance budget scenarios, and reporting the results of the project findings in meetings. Ms. Marrero will provide leadership to our pavement evaluation staff and supply initial quality control.
- **Sr. GIS Analyst, Caitlin Parsons** has 9 years of experience in rating/evaluating pavements using automated technologies and following the ASTM D6433 methodology. Caitlin will be responsible for updating databases/shapefiles and ensuring project deliverables meet the City's expectations.

2.0 PROPOSED METHODOLOGY

2.1 Summarized Scope of Work

During our discussions with City staff over previous meetings, RAS understands that the City of Brownsville is seeking a qualified vendor to conduct an automated pavement condition survey on approximately **1,017 test miles** of paved roadways, in accordance with ASTM D6433 standards.

To complete the project, RAS will use an automated Roadway Asset Collection (RAC) equipped with a Second-Generation Laser Crack Measurement System (LCMS-2) for extent/severity of pavement distresses, a Class 1 Inertial Profiler independently certified by the Texas A&M Transportation Institute (TTI) for IRI data, and a camera apparatus for high-resolution imagery of the right-of-way. This pavement assessment will use the Pavement Condition Index (PCI), ranging from 0 to 100, for each pavement segment (block-to-block) that is supplemented with ASTM D6433 2,500 ft^2 samples for each segment. The condition indices and all inventory attributes will be provided in various formats, such as Excel spreadsheets and ESRI file geodatabases for plotting within a GIS environment. RAS will also deliver a final pavement report that summarizes findings from the survey.

Classification	Centerline	Test Miles
Collector	76.22	152.43
Highway	62.09	124.18
Primary Arterial	62.54	125.08
Residential	513.14	513.14
Secondary Arterial	50.85	101.7
Alleys	0.69	0.69
Total	**765.53**	**1017.22**
RAS Lane Miles (2x Centerline):		**1531.06**

2.2 Objective Surveys: Roadway Asset Collection (RAC) Vehicles

The pavement data will be collected and processed matching the City's segmentation for the entire roadway network using the continuous and detailed 20-foot linear samples acquired by the RAC Laser Crack Measurement System (LCMS-2) vehicle. RAS will adopt the City's existing GIS linked centerlines, and the detailed 20-foot LCMS samples will be processed into 2,500 ft^2 samples following the ASTM D6433 logic. These 2,500 ft^2 samples can then be reported as sample inspections for every City segment, thus creating multiple inspections for each segment.



RAS will also aggregate the 2,500 ft^2 samples to match the City's existing segmentation, thus creating one inspection record for every segment. The RAS approach is comprehensive and nimble enough to evolve with City expectations. The City will receive the condition and analysis results in several formats such as Excel Spreadsheets, geodatabases, and ArcGIS Online prior to the final import to software (if selected).

To ensure adequate coverage and exceed ASTM D6433 requirements, the RAC vehicle will survey arterial, collector, and all rigid-PCC roadways in two directions, while single pass testing the remaining local residential roadways. This will be confirmed with the City prior to commencement of field work during the GIS prep stages. RAS will calculate an ASTM D6433 PCI score using the detailed extent and severity distress data captured in the field for every segment, for all street functional classifications, and the overall network. In addition, IRI values will be provided for all street functional classifications in accordance with the AASHTO R 57.

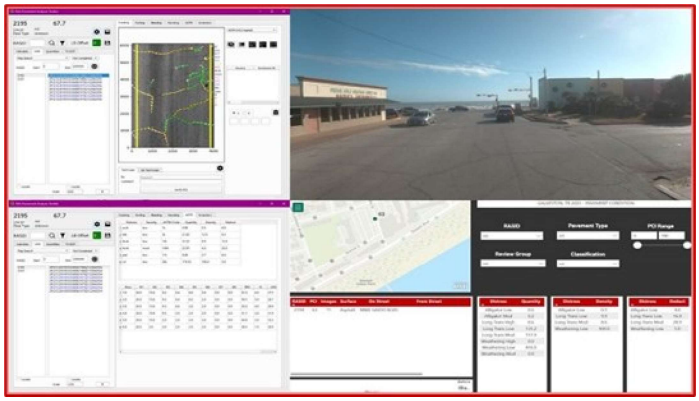
The result will be a Pavement Condition Index (PCI) with distress quantity, density and deducts for each segment. Once the field pilot and verification of data is completed, processing will continue, and a PowerBI data portal will be delivered with condition data and linked forward-view imagery for City QC. At the completion of the project, the roadway and right-of-way images will be delivered. The pavement condition database for the network will be formatted for import to **3rd party asset management software if implemented** and the City's GIS environment. To complete the automated pavement condition survey, the RAS team will dedicate RAC vehicles equipped with:

- The LCMS-2 camera is a downward-facing laser array providing images used to evaluate data that conforms with ASTM D6433 protocols, which uses **two 1-millimeter-pixel** resolution line scan cameras to **provide a customized digital condition rating system to collect user defined severity/extent-based pavement distresses and rutting.**
- The pavement distress type, density, severity, and extent are collected with the LCMS-2 and are used to calculate a Pavement Condition Index (PCI) score, between 0-100, that represents the condition of 100% of the driven lanes.
- **Linear distance measuring to within +/-0.5%**.
- High-Definition cameras (utilized for accurate ROW asset capture, extraction, and QC/QA).
- A class 1 inertial profiler for simultaneously capturing dual-wheel path (left and right) International Roughness Index (IRI) measurements to the hundredth inch and RCI measurements, in accordance with AASHTO R48. The profiler has gone through **ASTM E-950** certification and the inertial profiler meets the requirements and will be operated in accordance with **AASHTO Standards R 57-10, M 328, R 56-10, and R43M/R43-7**.
- Applanix POS/LV with DGPS (Provides accurate internal GPS navigation for geo-locating pavement and right of way asset information).

The RAS team will conduct pavement survey work on dry pavement and in lighting conditions that ensure accurate crack detection. We will collect imagery during daylight hours only, with no rain, fog, or snow visibility obstructions. Any road segment(s) that exhibits low image quality due to lighting will be recollected at a later time. While RAS is confident our fleet is sufficient to complete the project in a timely manner, it's worth noting we have the ability to lease additional equipment if needed. The industry is currently migrating toward sensor-enhanced artificial intelligence (AI) rating for 100% linear assessment of the roads, in accordance with guidelines within the **ASTM D6433 and ASTM E1656**. This methodology removes the subjectivity of rating small sample areas of the segment where the sample may not represent the condition of the entire segment.

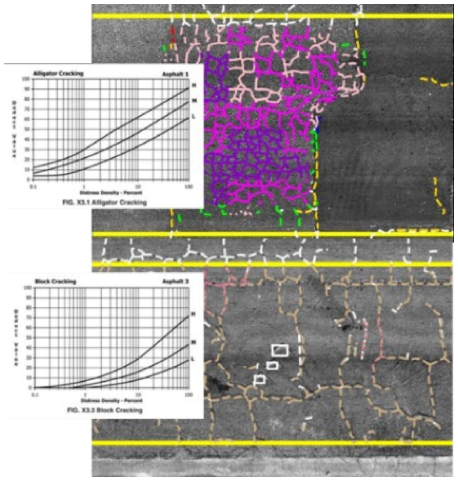
2.3 Pavement Data Processing: Automated Crack Analysis with RoadTRIP®

After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI enhanced pavement rating tool **RoadTRIP® (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile, roughness, rutting, detection of cracks, lane-markings, intended design features, and other distresses. The automated crack analysis detects cracks that are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification.



The severity levels are identified based upon the defined limits (**ASTM D6433**) and verified for resolution through visual quality control checks of image files. Where density metrics are required, these are determined using the length of the interval being reported and the width of road zones included. The **RoadTRIP®** application was designed around the ASTM D6433 data collection protocols and even contains a **PCI calculator** that uses distress deduct curves and Q-correction. This PCI is used for QC/QA before importing detailed extent/severity distress data into 3rd party software if implemented.

Key Differentiators of RoadTRIP®



- **Designed for linear ASTM D6433 & IRI data—**Not all pavement evaluation tools are created equal. RoadTRIP® delivers a PAVER™ equivalent PCI prior to bulk data import, allowing for initial QC by public works staff.
- **Proper classifications of Block and Alligator cracking—** RAS spent significant time developing the algorithm to properly distinguish Block (environmental/age) and Alligator (fatigue). Overall, the industry has been lacking in this area, and it is critical to have this correct for degradation curves and what M&R treatment is applicable.

2.4 Quality Management Plan

RAS developed a detailed **Data Quality Management Plan (DQMP)** to provide our clients with a systemized method for assuring data is representative of the conditions present. Included in the DQMP is a description of condition survey procedures, system calibration/verification, range of accuracy, data checks, roadway segment review, and integration into pavement management software. We can supply the City with our published DQMP upon request. The document's length and technical nature didn't make it suitable for inclusion in this proposal.

Quality Assurance Step #1 – Network Database Review (Completeness / Gap Analysis)

While a simple routine in every project, the cornerstone to project initiation is conducting a complete diagnostic of the roadway network, including a full and thorough assessment of the City's GIS centerline and inventory database. This will include a review of the City's data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (what is missing). **RAS will include the following in this initial review:**

a. Base inventory information, (i.e., Functional Class, lengths, areas, surface type, etc.)
b. Historical condition information & status of survey history
c. Construction and maintenance history
d. Review of maintenance and rehabilitation treatments and unit costs (if any)
e. Review of existing pavement deterioration curves (if any)

Quality Assurance Step #2 – Data Validations of Pilot Roads

The importance of the **Data Validation** stage cannot be understated as it has become a routine milestone for the RAS Team on all pavement condition projects. The data validation allows RAS to collect, process, and review PCI data with City staff to ensure accuracy with the data collection and interpretation protocols. **The review of the RAS condition data will be hosted by Senior Pavement Engineer, Scot Gordon, PE, IAM, where he will review conditions with City Staff** using an RAS image and data viewing tool, hosted in PowerBI, developed specifically for pilots.

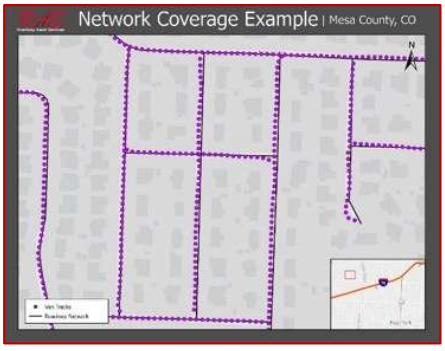
The application loads the downward LCMS-2 images, ROW images, PCI scores, and individual distress deducts such that all participants can gain an understanding as to why a segment scored the way it did. If issues are confirmed during the pilot, then corrective action to the initial pilot will be processed for City review prior to commencing the full network data processing. The pilot allows the RAS team to accommodate local roadway design, soil conditions, modify the distress processing software, and proceed forward with network-level data processing.



Quality Assurance Step #3 – Subsystem Monitoring in the Field

During the survey, the collection software monitors the GPS subsystems and alerts the operator if the GPS feed drops out or if GPS quality is compromised. The IMU will provide acceleration-based corrections during this time to ensure that GPS accuracy is maintained as much as possible.

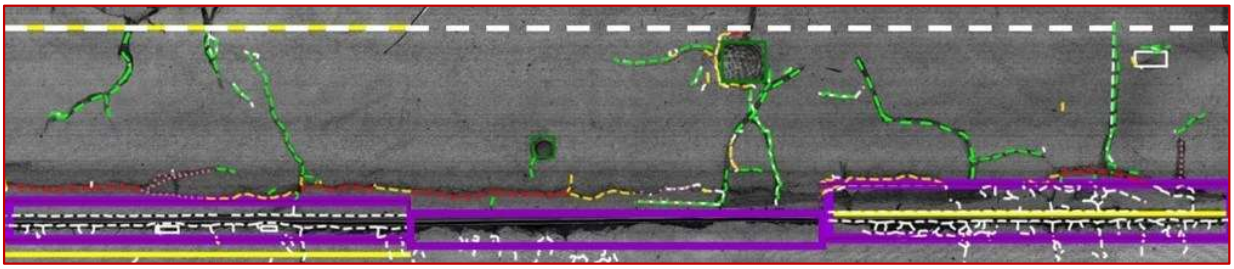
The RAS team will also review a randomized sample of images to ensure that it complies with the requirements of the specifications throughout the course of the network matching and event QC. Upon completion of the network matching, an image report shall be generated with the total image count compared with that expected for each road.



Daily internal progress reports are produced by uploading sensor, GPS, and event data and matching against the road network definition. Progress reports include the following, road sections collected, length discrepancies, and remaining sections to be completed.

Quality Assurance Step #4 – Automated Crack Analysis & Engineer Review

An experienced pavement inspector will perform QC on the RoadTRIP® output to confirm the distresses and severity of the pavement condition data collected by the automated technology. This manual quality review is performed, in accordance with the principles of the ASTM D6433 standards, using the LCMS pavement images gathered during collection with the distresses superimposed and color-coded. Each detailed 20-foot LCMS sample is geocoded for real world distress location identification. In addition, the 20-foot level distress data is processed at the 2,500 ft^2 sample size per **ASTM D6433 protocols** This results in a localized failure heatmap deliverable of all samples with distress densities that are geotagged and available in the mapping interface.

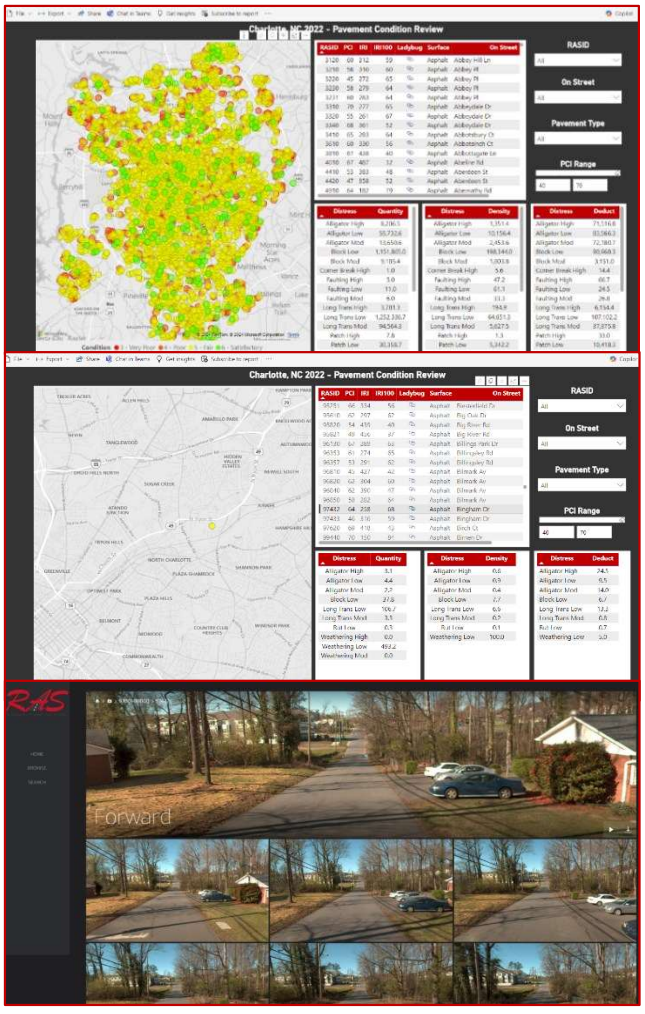


Quality Assurance Step #5 – Data Validation Portal

Each RAS client is presented with raw and processed pavement condition data via Excel, Access, GIS, and Google Earth files. In addition, we provide our clients with a Data Validation Portal (PowerBI) that can be accessed via connected devices in the field.

City staff will have easy access to a map that displays the **pavement condition data** on a segment-by-segment basis. The user can filter by unique ID, PCI range, pavement type, or functional classification depending on what they would like to visualize. The filters are also fully customizable to make the filter process more streamlined.

Example: Upon clicking on the desired segment for inspection, the distress deducts are then displayed in the lower right-hand side of the screen. The user can then click on an image link to verify the displayed distress deducts by virtually driving down the segment, spaced every 20 feet. The purpose of this application is to assist the City in the review of the RAS inspection data and create a highly visualized space in which to do so.



3.0 BUDGET OPTIMIZATION STREET SELECTOR (BOSS®)

RAS has developed a pavement management program called **BOSS® (Budget Optimization Street Selector)** that is utilized for customized deterioration curves, runs on the logic of cost-of-deferral, and develops prioritized multi-year rehabilitation plans that are financially optimized and ready to be presented to City administrators or elected officials. The benefit of the **BOSS®** program is that the City will have multiple deployment options to meet the City's operational and staffing needs.

3.1 BOSS® Pavement Analysis Functionality and Configuration

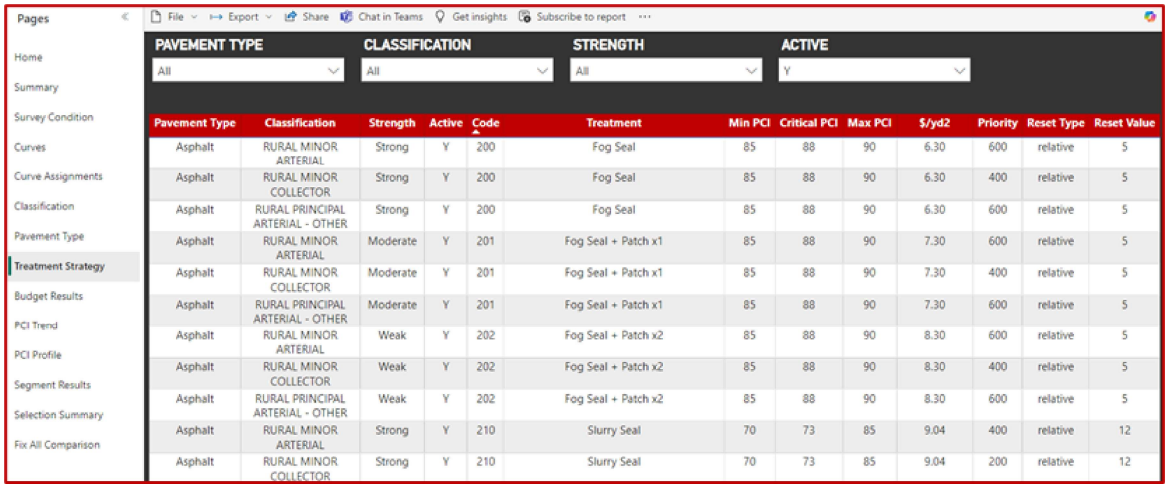
RAS will assist the City with both inventory and condition assessment to enhance the level of service for its business units. RAS can also assist the City with determining the right treatment (prescription) at the right time. The RAS team has vast experience in capital planning (decision trees) of these inventoried assets as they are strategically programmed for replacement, refurbishment, or general maintenance.



RAS will ensure **BOSS®** is setup to adopt the City's segment level GIS centerline, run budgetary models, financially optimize the multi-year plan using sound "cost-of-deferral" constraints, and setup the logic to produce a final maintenance and rehabilitation plan customized for the City's unique constraints. **BOSS®** is a cloud-based application with powerful pavement management algorithms behind it that export the results of the pavement analysis to a user-friendly MS PowerBI interface. All the results are integrated with the City's existing GIS and supplied to the City as a Personal/File Geodatabase for consumption and storage.

BOSS™ involves the following sequences and engagements during the configuration process:

- **Maintenance & Rehabilitation Setup** – to ensure the results of the budget model runs meet the City's expectations, RAS will discuss the current Maintenance and Rehabilitation plan within the pavement analysis setup. This activity will include a review of Min/Max PCI, Breakpoint PCI, decision trees for treatments, real-world impact to PCI, and reset PCI scores.



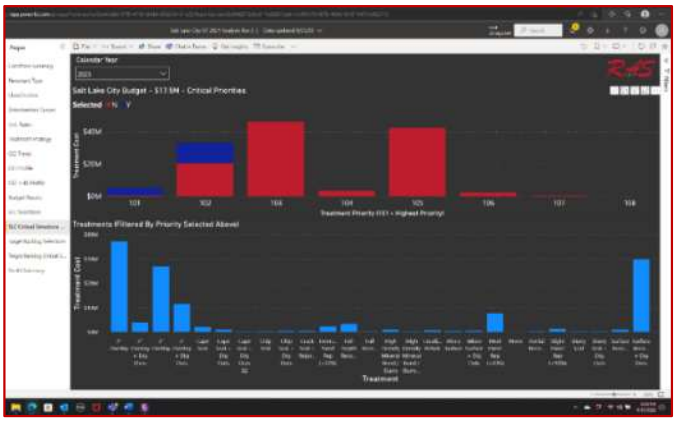
Pavement Type	Classification	Strength	Active	Code	Treatment	Min PCI	Critical PCI	Max PCI	$/yd2	Priority	Reset Type	Reset Value
Asphalt	RURAL MINOR ARTERIAL	Strong	Y	200	Fog Seal	85	88	90	6.30	600	relative	5
Asphalt	RURAL MINOR COLLECTOR	Strong	Y	200	Fog Seal	85	88	90	6.30	400	relative	5
Asphalt	RURAL PRINCIPAL ARTERIAL - OTHER	Strong	Y	200	Fog Seal	85	88	90	6.30	600	relative	5
Asphalt	RURAL MINOR ARTERIAL	Moderate	Y	201	Fog Seal + Patch x1	85	88	90	7.30	600	relative	5
Asphalt	RURAL MINOR COLLECTOR	Moderate	Y	201	Fog Seal + Patch x1	85	88	90	7.30	400	relative	5
Asphalt	RURAL PRINCIPAL ARTERIAL - OTHER	Moderate	Y	201	Fog Seal + Patch x1	85	88	90	7.30	600	relative	5
Asphalt	RURAL MINOR ARTERIAL	Weak	Y	202	Fog Seal + Patch x2	85	88	90	8.30	600	relative	5
Asphalt	RURAL MINOR COLLECTOR	Weak	Y	202	Fog Seal + Patch x2	85	88	90	8.30	400	relative	5
Asphalt	RURAL PRINCIPAL ARTERIAL - OTHER	Weak	Y	202	Fog Seal + Patch x2	85	88	90	8.30	600	relative	5
Asphalt	RURAL MINOR ARTERIAL	Strong	Y	210	Slurry Seal	70	73	85	9.04	400	relative	12
Asphalt	RURAL MINOR COLLECTOR	Strong	Y	210	Slurry Seal	70	73	85	9.04	200	relative	12

- **Deterioration Curves** – forecasting pavement conditions requires a detailed set of pavement deterioration curves for each roadway traffic classification and pavement material type, as designated by the pavement management system. In addition, the software can be programmed with custom curves for each client's unique realities, such as instances of pre-incorporation and modern designed roadways.

- **Management Sections** – the **BOSS®** program includes the ability to stitch segments (blocks) together to form a logical project, also known as a "management section." RAS will work with City staff to review the initial model results and begin "stitching" segments together to form logical projects that best meet the operational needs of the City. The benefit of utilizing management sections is that the **BOSS®** program runs the budgetary scenario at the project level, producing real-world rehabilitation plans that are ready for review, modification, or action.



- **Financial Optimization & Prioritization** – The **BOSS®** analysis uses sound engineering and economic logic to prioritize which street candidates are selected throughout the multi-year plan. While most pavement management programs will prioritize by roadway traffic and condition, a **BOSS®** analysis takes it a step further and introduces financial optimization into candidate selection through the use of a "Need Year" analysis that identifies each segment's cost of deferral. Understanding the "Cost of Segment Deferral" allows the analysis to maximize the City's limited funding.



3.2 Budgetary Modeling

RAS will work with the City to establish the maintenance and rehabilitation activities, PCI trigger points, costs, reset PCI values, completed rehabilitation work since the survey, planned work, existing budgets, pavement deterioration curve development/assignment, and inflation priorities. RAS will assist City staff with determining the right treatment at the right time by reviewing the existing maintenance and rehabilitation strategies and recommending others that may be a good fit.



The scope will include developing up to 10 multi-year pavement management scenarios using different philosophies, budget levels, and distributions. While RAS will define the scenarios to be run with City staff, at a minimum the following questions should be **answered with the scenarios to develop the recommended treatment timing calendar for the City**:

- **What is the resultant network PCI at my current funding level?**
- **What budget is required to maintain my existing network PCI?**
- **Scenario 1: $200k per year Crack Sealing**
- **Scenario 2: $500k per year Seal Coating**
- **Scenario 3: $2.0M per year Mill & Overlay**
- **Scenario 4: $10.0M per year Major Reconstruction (CIP)**
- **What budget is required to achieve a desired network PCI?**
- **What budget is required to control the growth in backlog?**

RAS will also consult with City staff to develop models utilizing different types of rehabilitation strategies (worst first, best first, most economic, need year, etc.). RAS understands that getting buy-in from City Administrators and Elected Officials means developing a long-range rehabilitation plan that considers local priorities. The RAS team will ensure that already approved rehabilitation work is programmed into the budgetary models for selection during the run. In addition, RAS will consult with City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method.

3.3 Enhanced Analysis and Reporting

The City has specifically requested the performance of data analysis and planning that goes beyond a typical multi-year pavement management report. The following tasks and analysis routines will be built into the RAS workflow specifically for the Brownsville project.

Tabular Summary Data

The City has specified the following data be summarized and incorporated into the report(s). RAS will consult with City staff during the analysis stage of the project to ensure all historical data and geospatial data is available to perform these tasks.

Note that when using historical PCI survey data, differences in distress interpretations, survey sample sizes and coverage, and technology applications will be considered when developing comparison and trend data.

Multi-Year Trend Analysis

- A tabular report depicting the 2013, 2018 and 2026 PCI cycles side by side.
- A network wide PCI trend line incorporating each of the three survey cycles.
- Development of a deterioration rate per segment. To accomplish this, every segment is assigned to a deterioration curve that is based on the functional class and pavement type.
- PCI trend lines by functional class, pavement type, and district.

Citywide and District-Level Trend Analysis

- Linear miles of each pavement type per district
- Districts that improved vs. declined
- Districts with the fastest deterioration rates

- Cost of deferral over the past 5 years. This will be represented as the cost per PCI point lost.
- Top 100 segments with the greatest PCI decline.
- Top 100 segments with the best performance.
- Funding levels needed vs. funding levels actually spent.

Treatment Timing Calendar & CIP Alignment

- A 5 Year CIP alignment report with the City's existing/current workplan list. RAS will run a comparison of a fix-all list to the City's current workplan.
- Comparison of the City's current and next year proposed mill & overlay plan with RAS' recommended plan.

Enhanced Degradation Curve Analysis

- Comparison of deterioration curves generated from Brownsville's actual data vs. theoretical curves.
- Variance analysis and recommended curve adjustments.
- How long Mill & Overlay (M&O) treatments lasted. This task assumes that the City is to provide list of streets with completed M&O activity from 2020-now.
- Identification of underperforming treatments (M&O).
- Segments that failed early. This task assumes the City will provide historical M&R and construction data beyond the 2020-current data.

Inflation & Cost Escalation Analysis

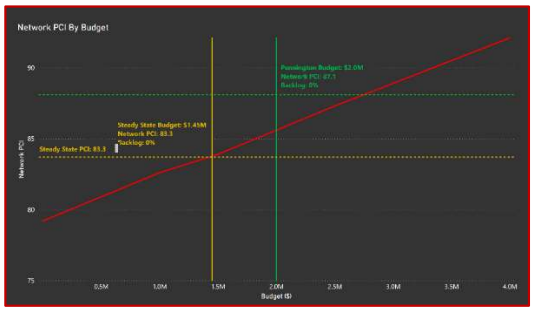
RAS builds in annualized inflation into our analysis models and logic. For Brownsville, the multi-year plans or treatment timing calendar will be based on annualized inflation that considers the current economic market and the local and regional factors. This concept is built into our models and inflation escalation is accounted for.

Utility Cut Study

- Quantify PCI loss attributable to utility cuts.
    - Typically, RAS will rate patching and utility cuts as a single distress but for Brownsville RAS will separate them so that data can be reported on the density of utility cuts and their impact on PCI on a segment-by-segment basis.
- Provide a count for the utility cost identified
    - RAS will process all the data in 2,500 sq.ft. samples (roughly a 200-foot long sample) before we aggregate the data up to the segment. While patching and utility cuts are rated by area/density.
    - RAS will query the samples with a high density of moderate or severe utility cuts for reporting purposes.

3.4 Reporting & Dashboarding

RAS will provide the City with a Final Pavement Report including study objectives, methodology utilized, project summary, analysis of current pavement management practices, rehabilitation plans, and multi-year budget scenarios. In addition, the City will receive statistical charts, graphs, and area maps illustrating all PCI results, street segment lengths, pavement type, the overall City road quality, and findings from the pavement evaluation.



Public-facing Portal/Dashboard Development

RAS regularly develops public-facing dashboards and story maps that can be embedded into client websites or accessed with ArcGIS Online or Microsoft PowerBI.

For each client, the process involves a consultation to determine what data, and information should be accessible and visible via the dashboard(s).

As seen in the example images to the right, RAS can develop dashboards that allow access to a mapping interface for constituents to drill down to their location and view the conditions of the roadways and planned work. Anything that RAS delivers to the City could theoretically be presented via the dashboard.

Typically a dashboard will consist of a streamlined Executive Summary from the report including concepts of pavement management, general conditions by category and PCI ranges, and the maps with current conditions, projected conditions based on the various budget scenarios, and published work plans.



4.0 BOSS® IMPLEMENTATION OPTIONS

There is no one size fits all implementation when it comes to pavement management software as every municipal agency has a varying degree of staff, resources, and technical skill sets that are available. **These options are for clients that would like to go beyond the initial pavement management analysis and report delivered by RAS with the base scope of work.**

RAS offers its clients two different solutions for continuing service as follows: **PMaaS or WEB.** PMaaS is where RAS updates the pavement management program monthly/quarterly/annually on behalf of the City and WEB is the "self-service" model where the City runs the software. Regardless of the option selected by the City, it is also worth noting that the RAS team will fully configure **BOSS®** and produce all the analysis results needed to develop a prioritized 5-year plan and final report.

4.1 BOSS® Pavement Management as a Service (PMaaS): Annual Subscription Model

PMaaS Subscription (Invoiced Monthly, Quarterly, or Semi-annually)

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the City's roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to **BOSS®**. Support activities can include the common tasks identified in the table on the following page or even ad-hoc requests such as running a new scenario requested by City Administration. The annual support subscription is meant to be flexible and provide the City with immediate access to consulting services and RAS' pavement management expertise.

Hours can be used for additional training or even the assignment of tasks to the RAS support team such as programming completed work on a monthly basis, assigning tasks (planned work), modifying management sections when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques and pavement design.

The subscription level corresponds with the level of service updates required by each agency and is listed as **BRONZE, SILVER**, **GOLD, PLATINUM,** or **TITANIUM**. PMaaS is an optional service and not a requirement. This service is meant to support the City's annual analysis update requirements if they lack the internal resources or time to complete them internally.

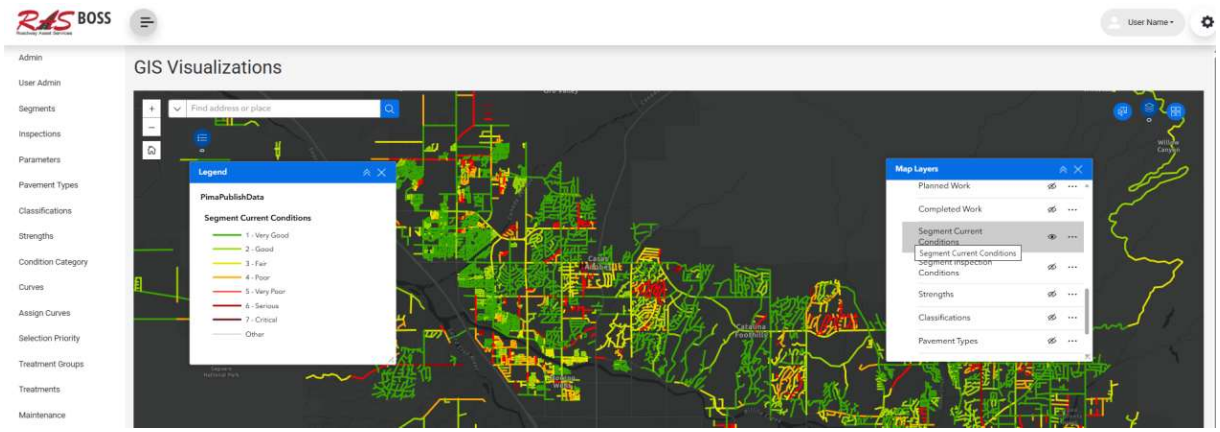
Pavement Management as a Service (PMaaS) Subscription Levels	Bronze - Up to 40 Hours	Silver - Up to 80 Hours	Gold - Up to 120 Hours	Platinum - Up to 160 Hours	Titanium - Up to 200 Hours
Age Condition Data Review	●	●	●	●	●
Completed Work Update	●	●	●	●	●
Planned Work Update	●	●	●	●	●
Update Unit Rates	●	●	●	●	●
Refresh Budgets	●	●	●	●	●
Update Analysis Maps	●	●	●	●	●
GIS Syncronization	●	●	●	●	●
Modify Deterioration Curves		●	●	●	●
Modify Treatment Strategies		●	●	●	●
Update Written Report and Power Bi		●	●	●	●
Modify Super Segments			●	●	●
On-Call Pavement Module Support			●	●	●
Council Presentation Assistance			●	●	●
On-Call Professional Services Support				●	●
Adding Street Segment GIS Inventory				●	●
GIS Assistance with Linework					●

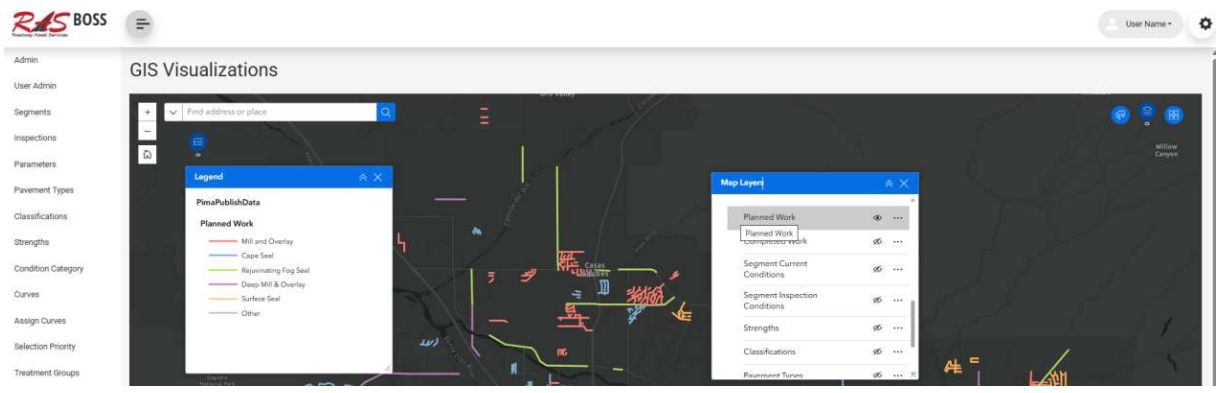
4.2 BOSS® WEB Model

For agencies that would prefer to purchase a license of software and perform their updates in-house, RAS also offers a Web model where an annual license to the web-hosted **BOSS® WEB** software is purchased. The software is completely web-hosted, and all of the data can be exported to Microsoft Excel or even a customized Microsoft PowerBI dashboard. Access to the software grants the user the ability to add segments to the inventory, edit attributes, modify management section sizes/locations (projects), program completed work, program planned work, modify the customized deterioration curves, re-assign appropriate curves, modify an unlimited number of maintenance and rehabilitation activities, modify priority parameters, run customized budgetary models, and view scenario results. In addition, the **BOSS® WEB** software can be linked to update the City's GIS via an ArcGIS Online End Point.

The **BOSS® WEB** license can be purchased along with a supplemental "Client Success Package." Unlike traditional software companies who only sell "support" to fix bugs in their own software, the RAS Client Success Package includes access to an RAS analysis mentor whom the City can call when they forget how to update management section sizes, input completed work or complete a new budget model. The RAS mentor provides further guidance, feedback, and training to ensure the ultimate success of the City's staff who is operating the BOSS™ software.

As a part of the **BOSS™ WEB** license subscription, City staff automatically receives a **Bronze Level Client Success Package with up to 40 hours of support** supplied on a use it or lose it basis. These hours are complimentary to ensure the success of City staff and additional hours can be purchased via a supplemental Client Success Package described above.





5.0 VALUE-ADD OPTIONAL SERVICES

5.1 Right-of-Way Asset Inventories



Panoramic ROW imagery will be collected in conjunction with the pavement condition assessment. The high-definition images and aerial photos can be used to inventory and capture right-of-way (ROW) assets for extraction. The images will be collected as a right-of-way panorama, including forward, rearward, and downward pavement viewing images. The HD images can be post-processed using RAS software to collect attributes for each asset type captured.

The RAS asset extraction system can inventory and extract attributes on nearly any asset that can be identified in the images. Common roadside features for capture include sidewalks, curb and gutter, pavement markings/striping, pedestrian curb ramps, traffic calming devices, storm water inlets, traffic signals, streetlights, fire hydrants, bus stop shelters, medians, street trees, and many others. Each image will be electronically tagged with location information for plotting within a spatial environment. **An example data dictionary for signs and supports is below:**

Sign & Support Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Signs	AssetID	Integer	100000	Unique GIS identifier for each sign
	XY Location	Integer	41.40338, 2.17403	GPS location in decimal degrees
	Street Name	Text	Michigan Ave.	Name of the roadway the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	MUTCD Code	Text	R1-1	MUTCD code (see Tab with Standard Codes)
	Sign Text	Text	Stop	Auto populated from MUTCD Manual
	Condition	Text	Fair	Visual rating of the condition of the structure: 1-Good, 2-Fair, 3-Poor
	Sign Face Direction	Text	S	Direction of the sign face: E-W-N-S-NW-NE-SW-SE
	Obstructed	Text	No	Identifies if the sign is obstructed: Yes or No
	Legend Color	Text	White	Auto populated from MUTCD Manual
	Back Color	Text	Red	Auto populated from MUTCD Manual
	Comments	Text	Faded Text	Comments generated from GIS technician
Supports	Asset ID	Integer	200000	Unique GIS identifier for each support
	XY Location	Integer	41.40338, 2.17403	GPS location in decimal degrees
	Street Name	Text	Michigan Ave.	Name of the roadway the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Support Structure Type	Text	Post	Construction method of support structure: Post (Freestanding), Bridge, U-Channel, Utility Pole, Mast Arm, Streetlight, Signal
	Post Total	Integer	3	Number of signs affixed to support structure
	Comments	Text	Bent Post	Comments generated from GIS technician

Condition Rating Criteria
1-Good: sign is visible, not faded, straight/upright, legible, no graffiti
2-Fair: sign has minor to no visual defects with good visibility, not faded, straight/upright, legible, no graffiti = sign that may need replacement after 5 or more years
3-Poor: sign has many visual defects with poor visibility faded, bent, or pushed over (sign panel or post), heavy graffiti; obstructed; not visible or legible = sign needs immediate replacement

Curb & Gutter

This is the standard RAS Data Dictionary for Curb & Gutter Inventories.

Curb & Gutter Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Curb&Gutter	AssetID	Integer	100000	Unique GIS identifier for each asset
	Length	Integer	128.59	The measurement in feet from the GIS technician based on the linework
	Street Name	Text	Michigan Ave.	Name of the street the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Travel Direction	Text	N	Placement of the asset relative to travel direction: E-W-N-S-NW-NE-SW-SE
	Side of Road	Text	E	Placement of the asset on the road: E-N-S-W
	Condition	Text	Fair	Visual rating of the condition of the structure: 1-Good, 2-Fair, 3-Poor
	Painted Color	Text	Green	The primary color of the curb structure: none, yellow, green, etc.
	Material Type	Integer	2	The material of theasset structure: 1-PCC Standard, 2-PCC Media, 3-PCC Pinned, 4-PCC Other, 5-Asphalt Curb, 6-Granite/Block Curb, 7-None
	Comments	Text	Faded Text	Comments generated from GIS technician

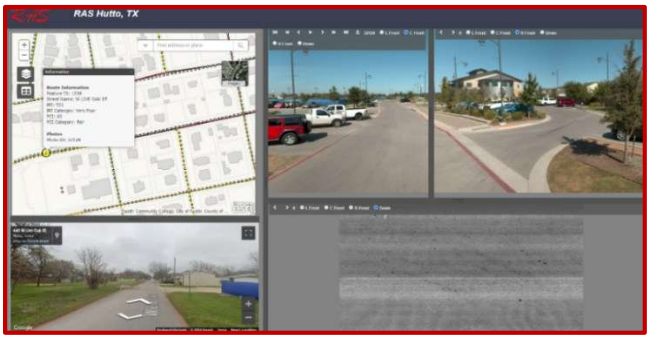
Condition Rating Criteria
1-Good: The curb appears to be in like new condition; or is smooth and has only slight deterioration or sags
2-Fair: The curb appears to be smooth a with only minor cracks, displacements, sags and deterioration
3-Poor: The curb shows signs of extensive deterioration, displacments or cracking requiring replacement

Optional Curb & Gutter Attribution

For an additional fee, RAS has the ability to include an attribute in the inventory that identifies the presence of defects (cracking, visible uplifting, etc.) along the segment. So, in this scenario, each curb segment (typically block-to-block) would have a defect attribute that would tell you if cracking or visible uplifting is present somewhere on that curb.

To get any more granular than that would likely require a feet-on-ground type of assessment or even another piece of technology that we typically use for sidewalks to capture up close curb face imagery.

5.2 Hosted Videologger



RAS can provide the City with the RAS Videologger which is a web hosted full-service image viewer that allows our clients to select a section of roadway from the GIS-based map to visually display the inventory elements and the results of their survey. The RAS Videologger allows an agency to load pavement and ROW imagery for a specific location within the network and sequentially travel down the roadway. The Videologger **houses the ROW imagery, LCMS downward pavement imagery, PCI scores, and even right-of-way asset inventories.** The benefit of having the LCMS imagery on the same platform as the RAC van imagery is the ability to use the forward-facing camera to see what a typical driver would see from a windshield while comparing it against the downward LCMS laser array that focuses only on the pavement surface itself. The Videologger is hosted by RAS with unlimited access with an annual license fee structure.

6.0 COST PROPOSAL

RAS team members have managed/provided field data collection, performed QA/QC, and developed pavement management plans on numerous similar projects to the scope of services requested in this proposal. Below you will find a summary of the fees associated with the services discussed during our meeting and in this proposal for the City's pavement management needs utilizing the **BuyBoard cooperative contract for Pavement Assessment Services.**

Proposal: Base Scope of Work

This cost scenario includes pavement data collection for the entire network, professional data validation of a pilot data subset, and a multi-year analysis and report, along with the delivery of the BOSS® analysis results via a PowerBI portal and the enhanced analysis and reporting options requested by the City. Should the City elect to use the RAS data with 3rd party software, we can provide fees for those services.

BuyBoard Vendor	CONTRACT PRICING WORKSHEET For Catalog Purchases	Contract No.:	734-24	Date Prepared:	6/22/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, documents must be submitted through End User Buy Board Portal. Therefore please type or print legibly.

Buying Agency:	City of Brownsville, TX	**Contractor:**	Roadway Asset Services, LLC (RAS)
Contact Person:	Maribel Bermudez Guerrero, MPA	**Prepared By:**	Bart Williamson
Phone:	956-547-6576	**Phone:**	(210) 837-5249
Email:	Maribel.guerrero@brownsvilletx.gov	**Email:**	bwilliamson@roadwayassetservices.com
Catalog / Price Sheet Name:	RAS Roads Catalog		
General Description of Services:	Pavement and Asset Management Program Update		

Catalog / Price Sheet Items being purchased

Item No.	Description	Units	Unit Pr	Total
BASE-1	Centerline Identification (lump sum)	1	$ 1,950.00	$ 1,950.00
BASE-2	Field Set-up, Mobilization & GPS Network Creation (lump sum)	1	$ 5,500.00	$ 5,500.00
BASE-3	Automated Video Imaging & Data Collection of Pavement Condition (test mile)	1,017	$ 112.00	$ 113,904.00
BASE-4	Video Data Processing & Distress Index Development (Modified ASTM D6433) (test mile)	1,017	$ 42.00	$ 42,714.00
BASE-5	Professional Data Validation Pilot (Per Day)	1	$ 3,500.00	$ 3,500.00
BASE-6	Pavement Widths (lane mile)	1,531	$ 8.00	$ 12,248.00
ALT-6	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	1	$ 20,000.00	$ 20,000.00
			Roadways Scope of Work Sub-Total:	**$199,816.00**
MH-12	Pavement Subject Matter Expert [Tabular Summary Data Enhancement]	12	$ 275.00	$ 3,300.00
MH-18	Pavement Consultant [Tabular Summary Data Enhancement]	12	$ 200.00	$ 2,400.00
MH-6	GIS Analyst [Degradation Curve Analysis]	24	$ 110.00	$ 2,640.00
MH-7	Senior GIS Analyst [Degradation Curve Analysis]	28	$ 150.00	$ 4,200.00
MH-18	Pavement Consultant [Degradation Curve Analysis]	16	$ 200.00	$ 3,200.00
MH-19	Senior Pavement Consultant [Degradation Curve Analysis]	16	$ 275.00	$ 4,400.00
MH-3	Database Administrator [Public Facing Dashboard Consulting]	32	$ 120.00	$ 3,840.00
MH-7	Senior GIS Analyst [Public Facing Dashboard Consulting]	24	$ 150.00	$ 3,600.00
MH-6	GIS Analyst [Utility Cut Data Analysis]	96	$ 110.00	$ 10,560.00
			Additional Services Sub-Total:	**$ 38,140.00**
			Project Total:	**$237,956.00**

Alternative Proposal: Base Scope with ROW Assets Included

This cost scenario includes the base scope of work along with the select right-of-way asset inventory services as requested by the City for consideration, including the enhanced curb & gutter attribution.

BuyBoard Vendor	CONTRACT PRICING WORKSHEET For Catalog Purchases	Contract No.:	734-24	Date Prepared:	6/22/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, documents must be submitted through End User Buy Board Portal. Therefore please type or print legibly.

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Contact Person:	Maribel Bermudez Guerrero, MPA	**Prepared By:**	Bart Williamson
Phone:	956-547-6576	**Phone:**	(210) 837-5249
Email:	Maribel.guerrero@brownsvilletx.gov	**Email:**	bwilliamson@roadwayassetservices.com

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ALT-6	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	1	$ 20,000.00	$ 20,000.00
			Roadways Scope of Work Sub-Total:	**$199,816.00**
MH-12	Pavement Subject Matter Expert [Tabular Summary Data Enhancement]	12	$ 275.00	$ 3,300.00
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MH-7	Senior GIS Analyst [Public Facing Dashboard Consulting]	24	$ 150.00	$ 3,600.00
MH-6	GIS Analyst [Utility Cut Data Analysis]	96	$ 110.00	$ 10,560.00
			Additional Services Sub-Total	**$ 38,140.00**
ROW-1	Sign & Support Inventory with Condition (lane mile)	1,531	$ 60.00	$ 91,860.00
ROW-5	Sidewalks Inventory (lane mile)	1,531	$ 40.00	$ 61,240.00
ROW-8	Signals Inventory (lane mile)	1,531	$ 30.00	$ 45,930.00
ROW-10	Curb and Gutter Inventory (lane mile)	1,531	$ 50.00	$ 76,550.00
MH-7	Senior GIS Analyst [Enhanced Curb & Gutter Defect Attribution]	152	$ 150.00	$ 22,800.00
ROW-17	ADA Ramps Inventory (lane mile)	1,531	$ 30.00	$ 45,930.00
			Right-of-Way Asset Services Sub-Total	**$344,310.00**
			Project Total:	**$582,266.00**

RAS
an ESP COMPANY

Project Timeline

City of Brownsville

June 2026

Task	Description / Milestone	Project Months: Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
	2026-2027 Project Task Durations									
1	Project Initiation & Centerline Identification									
2	Field Set-up, Mobilization & GPS Network Creation									
3	Automated Video Imaging & Data Collection of Pavement Condition									
4	Video Data Processing & Distress Index Development									
5	Professional Data Validation Pilot									
6	Pavement Widths									
7a	Pavement Report with 1 round of multi-year Budget Scenarios									
7b	Enhanced Degradation Curve Analysis and Tabular Data									
7c	Public Facing Dashboard Deployment									
8	Right-of-Way Asset Inventories									



Assumptions

Assumes Notice to Proceed is issued in early August.

Field Surveys to be confirmed at notice of approval.

End of Exhibit "A"

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Bart Williamson
Roadway Asset Services, LLC
6001 W Parmer Lane, Suite 370-1102
Austin, TX 78727

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 737-24, Pavement Assessment Service for Roads and Highways

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2024, through May 31, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 737-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

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Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Pavement Assessment Service for Roads and Highways	**Proposal Due Date/Opening Date and Time** February 15, 2024, at 4:00 PM
Proposal Invitation Number 734-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term June 1, 2024, through May 31, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** January 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Roadway Asset Services, LLC
Name of Proposing Company

1/22/2024
Date

6001 W Parmer Lane, Ste 370-1102
Street Address


Signature of Authorized Company Official

Austin, TX 78727
City, State, Zip

Bart Williamson
Printed Name of Authorized Company Official

(210)837-5249
Telephone Number of Authorized Company Official

Chief Executive Officer
Position or Title of Authorized Company Official

(512)727-3378
Fax Number of Authorized Company Official

85-1939454
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: BW

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☑ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): Not Applicable

Details of Conviction(s): Not Applicable

Initial: BW

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Roadway Asset Services, LLC	6001 W Parmer Lane, Ste 370-1102		
City	**State**	**Zip Code**	
Austin	TX	78727	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☑ No

B. What is the prescribed amount or percentage? $ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☑ No

Initial: BW

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) 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 regulations or 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. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: BW

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☑ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

RAS will comply with all the BuyBoard Technical Requirements

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: BW

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: BW

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

N/A- No deviations to general terms and conditions

Initial: BW

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

RAS complies with the Vendor Consent for Name Brand Use requirements

Initial: BW

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☑ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

pages 38, 40, 41, 43, 44, and 45

(Attach additional sheets if needed.)

Initial: BW

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: BW

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☑ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** BW

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1. shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1. 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."

The equal opportunity clause provided under 41 CFR 60-1. b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BW

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BW

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BW

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Roadway Asset Services, LLC
Company Name


Signature of Authorized Company Official

Bart Williamson, Chief Executive Officer
Printed Name and Title

1/22/2024
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Roadway Asset Services, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☑ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 85-1939454
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Roadway Asset Services, LLC

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Roadway Asset Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6001 West Parmer Lane, Suite 370-1102

Requester's name and address (optional)

6 City, state, and ZIP code

Austin, Texas 78727

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	1	9	3	9	4	5	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▸ Bart Wilson **Date** ▸ 2/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 2,229,149 . (The period of the 12-month period is 1/2023 / 12/2023). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y		
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other North Central Texas Council of Governments (NCTCOG) Pima Association of Governments (PAG)	Y		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): N/A- not a current vendor **Proposed Discount (%):** N/A- not a current vendor

Explanation: N/A- not a current vendor

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume	Co-Op / BuyBoard
1.	City of Rowlett, TX	Mike Lasby	(972) 412-6263	mlasby@rowlett.com	13.0%	327 Miles	HGACBuy
2.	City of Amarillo, TX	Alan Harder	(806)378-9085	alan.harder@amarillo.gov	1.8%	1,899 Miles	N/A
3.	City of Frisco, TX	Brad Wooley	(972)292-5833	BWooley@friscotexas.gov	10.0%	1,079 Miles	NCTCOG
4.	City of Durham, NC	Clint Blackburn	C: (704)301-7193 O: (919)560-4326	clint.blackburn@durhamnc.gov	15.0%	855 Miles	N/A
5.	Salt Lake City, UT	David Jones	(801)535-6425	David.jones@slcgov.com	9.3%	755 Miles	N/A

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☑ **NO** ☐ If YES, please explain:

Yes, RAS offers a ROW asset bundling discount for agencies that select more than five assets.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Submitted separately in the BuyBoard's IonWave portal

Additional References

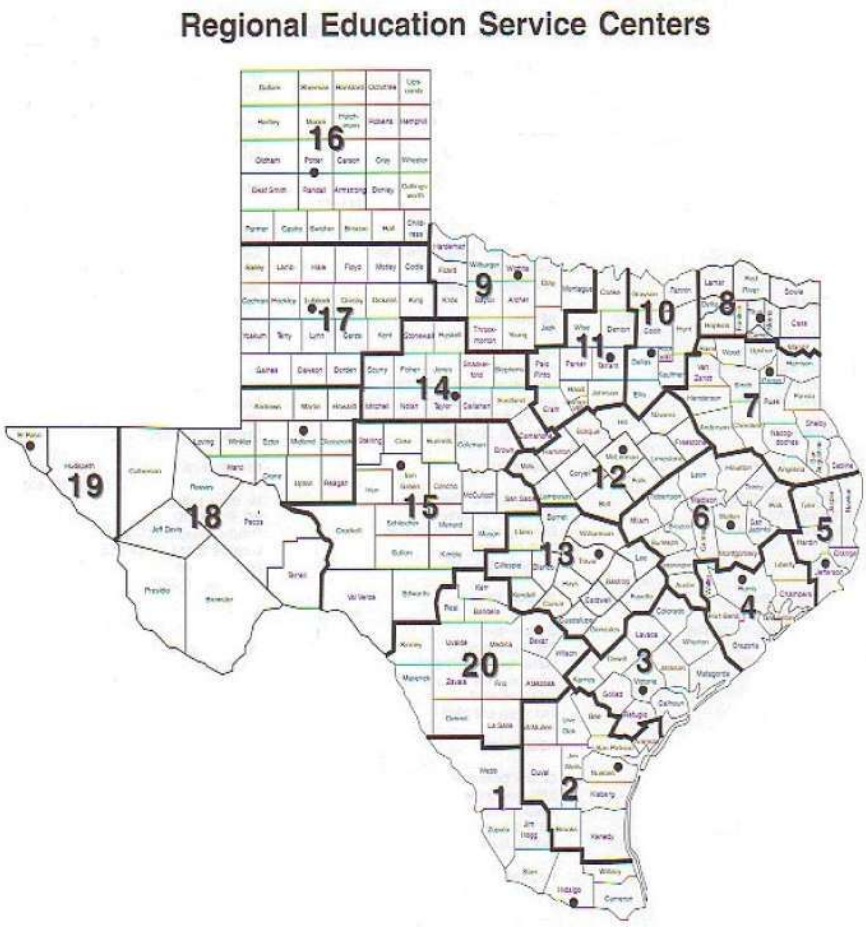
Entity Name	Contact	Phone#	Email Address	Discount	Quantity / Volume	Co-Op / BuyBoard
Anderson County, SC	Jonathan Fox	O: (864)964-6711 C: (864)642-8011	jwfox@andersoncountysc.org	14.2%	1,785 Miles	N/A
City of Farmington, NM	Virginia King	(505)320-2757	vking@fmtn.org	8.7%	443 Miles	HGACBuy
City of Charlotte, NC	Charles Jones	(704)336-8334	Charles.L.Jones@charlottenc.gov	12.5%	3,340 Miles	HGACBuy
Town of Gilbert, AZ	Chance Baldwin	O: (480)503-6531 C: (480)720-8823	Chance.Baldwin@gilbertaz.gov	16.0%	550 Miles	HGACBuy
City of North Richland Hils, TX	Boe Blankenship	(817)427-6460	bblankenship@nrhtx.com	14.2%	316 Miles	HGACBuy
City of Pflugerville, TX	Evan Groeschel	(512)990-6401	EvanG@pflugervilletx.gov	8.7%	307 Miles	HGACBuy

Founded in Austin, Texas, Roadway Asset Services (RAS) is a pavement management consultant that provides automated data collection, analysis, and consulting services to transportation agencies and municipalities. RAS offers comprehensive experience and subject matter expertise in the fields of pavement and asset management, transportation planning, and GIS.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Roadway Asset Services, LLC	734-24 Pavement Assessment Service for Roads
Name of Vendor	Proposal Invitation Number
Bart Williamson	Bart Williamson
Signature of Authorized Company Official	Printed Name of Authorized Company Official

1/22/2024
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
N/A- all contracts will be managed by headquarters in Austin, TX		

P.O. Box 400, Austin, Texas 78767
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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A- There are no dealers of our services

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

RAS was established in 2020 and has been in business for four years under the name Roadway Asset Services, LLC. Throughout its time in business, RAS has obtained over 100 contracts from municipalities to conduct pavement management and ROW asset surveys. RAS is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

RAS has a team of 30 personnel and operates four automated Roadway Asset Collection vehicles to conduct pavement distress detection. All team members have previously fulfilled their positions and understand the responsibilities of their roles. RAS adheres to the Project Management Body of Knowledge to manage staff, planning, and projects. Resumes for Key Personnel are on page 26 of this proposal.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

RAS will use a multitude of outreach strategies including distributing marketing materials at the 8 conferences we are exhibiting at in 2024. In addition, RAS will actively post on LinkedIn valuable resources, graphics, and information on project procured through the BuyBoard. RAS will also update its website to include a direct link to our BuyBoard catalog of services. RAS is experienced in cooperative purchasing and has received numerous contracts through programs similar to the BuyBoard (i.e. NCTCOG, PAG, H-GAC).

Extended RAS Marketing Plan

Conferences

RAS will use a blend of outreach strategies including social media posts (i.e. LinkedIn), enhanced website resources for clients/visitors, and advertisements at conferences. Below is a list of our current conference registrations. If awarded a contract before exhibiting, RAS will display a BuyBoard logo and QR code with direct access to our catalog of services.

- Utah Asphalt Conference- Exhibiting from February 27th to February 28th
- Florida American Public Works Association (APWA)- Exhibiting from April 2nd to April 5th
- Texas APWA- Exhibiting from June 3rd to June 5th
- Georgia APWA- Exhibiting in August
- Arizona APWA- Exhibiting from August 14th to August 16th
- Public Works Expo- Exhibiting in Atlanta from September 8th to September 11th
- Colorado APWA- Exhibiting in October
- Tennessee APWA- Exhibiting in November

When RAS attends conferences and exhibits, we typically rent a 10x10 booth with professionally designed booth graphics and decorations. While the exhibit hall is open, our staff are expected to be at the booth at all times and maintain an ample supply of fact sheets, contact cards, and promotional give-away items (swag) with our logo and website URL. Oftentimes, RAS is asked to present at these conferences, and we use that exposure to highlight the services we offer. RAS always displays our cooperative purchasing contracts on signs and offers information about programs at our booths. Our staff is knowledgeable and can explain how BuyBoard contracting works.

Website

RAS frequently updates its website, www.roadwayassetservices.com, to contain new and informative graphics and material. We streamlined the pages and provided visitors with a clear path to contacting our professional staff. Should RAS be awarded a contract under this procurement, we will add the BuyBoard logo and link to the appropriate page (if allowed by the BuyBoard).



Description of the Respondent's Process for Responding to an Order for Services

Following participant engagement, RAS will schedule a meeting with agency staff to discuss the agency's required scope of services and additional offerings RAS can provide as a part of the BuyBoard contract. Once the scope elements have been defined, RAS will develop a detailed project budget using the BuyBoard form that RAS has submitted as a part of this submission along with a timeline detailing milestones and key deliverables. When the contract is finalized with the participating entity, RAS will report the contract to BuyBoard for project tracking and financial renumeration. The RAS executive team has been involved with numerous projects that have leveraged cooperative purchasing contracts and understand the contractual obligations required through its use.

It is important to note that the RAS service delivery model does not include the use of dealers or distributors, since those sales models are better suited for goods or commodities sales.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

RAS has the financial resources to complete BuyBoard contracts and has attached a balance sheet from December 2023. RAS can obtain bonds if deemed necessary by BuyBoard members. RAS has attached a Certificate of Insurance documenting standard limits. RAS nor its owners have been a debtor party to a bankruptcy.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

RAS does not have any outstanding financial judgments and is not in default on any loans or financing agreements.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

RAS has not defaulted, failed to complete/deliver the work, or terminated a contract.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

RAS has not been involved in litigation or legal proceedings.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Roadway Asset Services, LLC

Bart Williamson

Signature of Vendor Authorized Representative

Printed Name: Bart Williamson

Title: Chief Executive Officer

Date: 1/22/2024

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 734-24
Pavement Assessment Service for Roads and Highways

The following addendum is issued to Proposal Invitation No. 734-24, Pavement Assessment Service for Roads and Highways and shall become a permanent part of the Proposal Invitation document.

The **Anticipated Cooperative Board Meeting Date** listed in the proposal invitation has been updated as referenced below.

Anticipated Cooperative Board Meeting Date
April 2024

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Roadway Asset Services, LLC

Address: 6001 W Parmer Lane, Ste 370-1102, Austin, TX 78727

Signature of Authorized Company Official: Bart Williams

Title: Chief Executive Officer

Telephone Number: (210)837-5249

Date: 1/22/2024

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 734-24
Pavement Assessment Service for Roads and Highways

The following addendum is issued to Proposal Invitation No. 734-24, Pavement Assessment Service for Roads and Highways and shall become a permanent part of the Proposal Invitation document.

The **Anticipated Cooperative Board Meeting Date** listed in the proposal invitation has been updated as referenced below.

Anticipated Cooperative Board Meeting Date
April 2024

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Roadway Asset Services, LLC

Address: 6001 W Parmer Lane, Ste 370-1102, Austin, TX 78727

Signature of Authorized Company Official: Bart Wilson Title: Chief Executive Officer

Telephone Number: (210)837-5249 Date: 1/22/2024

Roadway Asset Services, LLC Information

Contact: Bart Williamson
Address: 6001 W Parmer Lane
Suite 370-1102
Austin, TX 78727
Phone: (210) 837-5249
Web Address: www.roadwayassetservices.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Bart Williamson
Signature

bwilliamson@roadwayassetservices.com
Email

Submitted at 2/15/2024 09:46:35 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 734-24, Pavement Assessment Service for Roads and Highways

RAS Submission to Pavement Assessment Services.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

RAS Catalog.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s)and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

RAS W9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Addendum No. 1

Addendum-No-1-for-734-24.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Bid Attributes

1 Federal Identification Number

Federal Identification Number

851939454

2 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) 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 regulations or 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. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Bart Williamson

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

bwilliamson@roadwayassetservices.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

6001 W Parmer Lane, Suite 370-1102

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Austin

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78727

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

210-837-5249

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.roadwayassetservices.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

bwilliamson@roadwayassetservices.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Bart Williamson

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

210-837-5249

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

ardept@roadwayassetservices.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Cassie Thomason

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

623-227-1472

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

bwilliamson@roadwayassetservices.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Bart Williamson

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

210-837-5249

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

zthomason@roadwayassetservices.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Zac Thomason

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

623-640-2897

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Roadway Asset Services, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Cassie Thomason

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1545 E Commerce Drive

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

St. George

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

UT

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

84790

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

623-227-1472

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

cthomason@roadwayassetservices.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

ardept@roadwayassetservices.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Yes, we comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Roadway Asset Services, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3*

79 **Region 4**

Region 4 - Houston

☐ *Region 4*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7*

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
85	**Region 10** Region 10 - Richardson ☐ *Region 10*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
87	**Region 12** Region 12 - Waco ☐ *Region 12*
88	**Region 13** Region 13 - Austin ☐ *Region 13*
89	**Region 14** Region 14 - Abilene ☐ *Region 14*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*
93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Roadway Asset Services, LLC

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

99 **Alabama**

Alabama

☐ *Alabama*

100 **Alaska**

Alaska

☐ *Alaska*

101 **Arizona**

Arizona

☐ *Arizona*

102 **Arkansas**

Arkansas

☐ *Arkansas*

103 **California**

California (Public Contract Code 20118 & 20652)

☐ *California*

104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*

116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*

128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*

140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☐ *Texas*
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 Discount (%) off catalog/price list for **Pavement Assessment Service of Roadways** (complete survey service to include automated video imaging and video data processing, data collection of pavement condition and distress detection areas, professional data validation, and comprehensive written summary of assessment). Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED** - The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RAS catalog roads

2 Discount (%) off catalog/price list for **Pavement Assessment Service of Highways** (complete survey service to include automated video imaging, automated video data processing, data collection of pavement condition/distress detection areas, professional data validation, and comprehensive written summary of assessment). Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED** - The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RAS catalog highways

Response Total: $0.00

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 27, 2026

Sent via email to: bwilliamson@roadwayassetservices.com

Bart Williamson
Roadway Asset Services, LLC
6001 W Parmer Lane, Suite 370-1102
Austin, TX 78727

Re: Pavement Assessment Services for Road & Highways
BuyBoard Contract 734-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Pavement Assessment Services for Road & Highways, Contract 734-24, for which the current term is set to expire May 31, 2026. At this time, the BuyBoard is renewing your contract through May 31, 2027. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

End of Exhibit "B"

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____
Signer ID: LUNOLRPK14...

Printed Name: Bart Williamson

Title: President

Date: June 29, 2026

Company Name: Roadway Asset Services, LLC

Phone: (210) 837-5249

Email: bwilliamson@roadwayassetservices.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2026

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 Landmark Risk Management & Insurance 107 S 1470 E Ste 302 Saint George UT 84790-1759	**CONTACT NAME:** Vickie Bohrer **PHONE (A/C, No, Ext):** 435-656-4586 **FAX (A/C, No):** 435-673-3621 **E-MAIL ADDRESS:** vickie@lmx180.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Travelers Insurance Group
INSURED ROADASS-01 Roadway Asset Services, LLC (RAS) 1545 E Commerce Drive Saint George UT 84790	**INSURER B :** Progressive Insurance **INSURER C :** Underwriters at Lloyd's London **INSURER D :** Lexington Insurance Company **INSURER E :** Everspan Indemnity Insurance Company **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2146685787 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	680-1W860284	12/18/2025	12/18/2026	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 200,000
B	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	990690483	12/18/2025	12/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	CUP1W860616	12/18/2025	12/18/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB1W86055A	12/18/2025	12/18/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Cyber Liability Professional Liability Excess Liability CA ONLY	Y Y Y	Y Y Y	ESO0040766588 015136249 QM1EII-000515-02	3/27/2026 9/10/2025 12/18/2025	3/27/2027 9/10/2026 12/18/2026	Each /Aggregate Each/Aggregate Eage/Aggregate	5,000,000 5,000,000 2,000,000

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

CERTIFICATE HOLDER

City of Brownsville, TX
1001 E Elizabeth Street
Brownsville TX 78520

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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Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements**.**

Signature: _____
Signer ID: LUNOLRPK14...

Printed Name: Bart Williamson

Title: President

Date: June 29, 2026

Company Name: Roadway Asset Services, LLC

Phone: (210) 837-5249

Email: bwilliamson@roadwayassetservices.com

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1481189

Date Filed:
06/23/2026

Date Acknowledged:
06/29/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Roadway Asset Services, LLC
Austin, 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 Brownsville, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

06-2026
Pavement Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson, Bart	Austin, TX United States	X	
Gordon, Scot	Austin, TX United States	X	
Rivera, Rafael	Austin, TX United States	X	
Thomason, Zac	Austin, TX United States	X	
Kramer, Mark	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

PROCUREMENT ANALYSIS

Date: Monday, June 29, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Ms. Maribel Guerrero, EPW Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, July 7, 2026.
"Consideration and Action to Authorize a Contract with Roadway Asset Services, LLC. in the amount of $276,366.00 for Contract No.298-26-EPW-CP, for a term of nine months, for Pavement Management Services. [Engineering & Public Works Department]."

Executive Summary:

- Department: Engineering and Public Works Department
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 298-26-EPW-CP
- Vendor: Roadway Asset Services, LLC.
- Contract Amount: 276,366.00
- Term: Nine Months, ending April 30, 2027

Background:
The Engineering and Public Works Department identified the need for pavement management services. The scope of work includes centerline identification, field set up and GPS Network creation, automated video imaging data, professional data validation pilot, pavement widths, pavement reports, and Curb and Gutter Inventory (lane mile).

Exemption Justification:
Authorized use of contracts competitively solicited and awarded by another governmental entity or cooperative organization in compliance with Texas Local Government Code §271.102.

Procurement has verified that the vendor Roadway Asset Services, LLC. is an active vendor under the BuyBoard Cooperative Contract #737-24.

Vendor Information:
Roadway Asset Services LLC.
6001 W Parmer Lane #370-1102 Austin, TX 78727
Point of Contact: Bart Williamson, President
Phone/Email: 210-837-5249 | bwilliamson@roadwayassetservices.com

Exhibits & Supporting Documents:

- Exhibit A – Vendor Proposal
- Exhibit B- BuyBoard Cooperative Contract 737-24

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with Roadway Asset Services LLC. under Cooperative Exemption by Texas Local Gov't Code §271.102.

Approval of this agenda item will authorize the full contract value, including the renewal options. The City Manager will be authorized to execute renewal(s) if exercised.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Arturo Rodriguez, Public Health Director
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to authorize contracts with Ceballos Lawn Care and NVS Corporate Services for Contract No. 135-26-HLH-RFP, Mowing Services for Vacant Lot, in an estimated amount of $55,000 annually per vendor, for a term of two (2) years with one (1) optional one-year renewal. (Health, Wellness & Animal Services)

Summary:
The Department of Health, Wellness & Animal Services requested mowing and property maintenance services for vacant lots and other City-owned or City-managed properties. The purpose of this solicitation is to ensure timely maintenance of properties to comply with City ordinances, promote public health and safety, and maintain community standards. Due to the volume of work and the needfor timely response, the City sought to establish contracts with qualified vendors capable of performing services on an as-needed, work order basis.

Project Scope and Analysis:

Funding:

Source: 01-535-779

Amount: $55,000.00 Annually per vendor

Local Contribution if Applicable:

Recommendation:
The Department recommends that the City Commission authorize multiple award contracts with Ceballos Lawn Care and NVS Corporate Servcies for Contract No. 135-26-HLH-RFP, Mowing Services for Vacant Lots.

Commission Pillar:
Public Safety, Quality of Life & Vibrancy

Attachments:

1. 135-26-HLH-RFP Contract ; Ceballos Lawn Care
2. 135-26-HLH-RFP ; Procurement Analysis
3. 135-26-HLH-RFP Contract ; NVS Corporate Services

Contract Summary Form

Contract Number 135-26-HLH-RFP

Procurement Info	
Procurement Method:	**IFB, RFP, RFQ**
New Contract:	**Yes ☒ No ☐**
Advertisement Dates, if any:	**February 14, 2026 and February 21, 2026**
Award Date:	**City Commission Tuesday, July 7, 2026**
Contractor	
Vendor Name:	Ceballos Lawn Care
Address:	1664 Taft St, Brownsville, Texas 78521
Point of Contact / Project Manager*:	Luis Ceballos
Phone Number:	(956) 371-9926
Email Address:	luisfelipe9386@icloud.com
City Contact Information	
Department:	**Department of Health, Wellness & Animal Services**
Point of Contact / Project Manager:	Estefana Rea-Bennett
Email Address:	**Estefana.Bennett@brownsvilletx.gov**
Contract Term	
Contract Amount:	Not to exceed $55,000 per year
Contract Base/Primary Term:	Two (2) years
Renewal Periods (if any):	Optional one (1) year
Total Term of Contract:	Not to exceed three (3) years, if the renewal option is exercised
Important	
Service Type	As-Needed Work Order Based Services
Cooperative Use	Vendor Authorized Cooperative Use ; 3% Administrative Fee
No Guarantee of Work:	The City does not guarantee any minimum amount of work, services, compensation, dollar value, or number of work orders under this Contract. Services shall be performed on an as-needed basis, and work assignments may be distributed among one or more awarded contractors at the sole discretion of the City based on operational needs.
Budget Information	
State or Federal Funds:	**Yes ☐ No ☒**

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR MOWING SERVICES FOR VACANT LOT 135-26-HLH-RFP

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and Ceballos Lawn Care hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Price Matrix (Exhibit C)
      iv. Insurance (Exhibit D)
      v. Cooperative Use Authorization & Administrative Fee Acknowledgment (Exhibit E)
      vi. Form 2 - Statement of Conflict of Interest (Exhibit F)
      vii. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295) (Exhibit G)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent Contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the

terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Observation and Review of the Project.

a. The Contractor shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Contractor or any subContractors or sub-Contractors reasonably observed during regular site visits.

7. Ownership of Documents.

a. All documents prepared or furnished by the Contractor (and Contractor's subContractors or sub-Contractors) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Contractor is entitled to retain copies of all such documents.

8. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the

insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY

GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

2. **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

3. **This Indemnification provision shall survive termination or expiration of the Agreement.**

1. **Miscellaneous Provisions.**

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment*. Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment*. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Ceballos Lawn Care 1664 Taft St Brownsville, Texas 78521
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: Luis ceballos
Print Name: _____	Print Name: Luis ceballos
Title: _____	Title: Owner
Date: _____	Date: 6/8/26

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

"EXHIBIT A"

Project Description

Services will be performed on an as-needed, work order basis and may include, but are not limited to, mowing of overgrown grass, edging, debris removal, tree trimming, and related cleanup activities. The selected contractor(s) will be responsible for responding to issued work orders, performing services in accordance with City standards, and providing required documentation to verify completion.

No Guarantee of Work. The City does not guarantee any minimum amount of work, services, compensation, dollar value, or number of work orders under this Contract. Services shall be performed on an as-needed basis, and work assignments may be distributed among one or more awarded contractors at the sole discretion of the City based on operational needs.

Scope of Services

Purpose & Objectives

This Scope of Work defines requirements, service standards, and deliverables for **work order–based mowing services** across designated sites. Objectives include:

- Abate specified properties/lots in compliance with established appearance standards
- Provide reliable, timely response to individual work orders (WO) with clear documentation.

Service Model Overview

Services are dispatched via **Work Orders (WOs)**. Each WO specifies location(s), service window, tasks, and special instructions. Contractor shall acknowledge, perform, and close WOs per the timelines and standards in this SOW.

Operational Hours

- The contractor shall maintain a local office for administrative purposes. If a local office is not available, telephone communication staffed during normal business hours must be provided.
- Services may be provided Monday through Sunday between the hours of 7:00 am to 7:00 pm, unless otherwise directed.
- Properties classified as 'warrants' shall be scheduled and serviced exclusively during the City of Brownsville's official business hours.

Included Services (per WO)

Unless otherwise specified in a WO, mowing WOs shall include:

1. **Mowing**
2. **Edging**
3. **Blowing/Cleanup**
4. **Debris Pickup**
5. **Tree Trimming**
6. **Debris/Tree Branch Disposal (light/moderate/heavy/extreme)**
7. **Gate/Access Management**
8. **Special Event/Priority/Emergency Mowing**

Performance Standards

- **Appearance**
  - Mow all designated areas to maintain a neat and uniform appearance.
  - No scalping, rutting, gouging, or "rooster tails"; no uncut strips.
- **Clippings Management**
  - Grass clipping shall remain on the serviced lot.
  - Any clippings on the street, alley, sidewalk, gutter, or storm drain must be blown back into the yard.

- **Edging & Trimming**
  - Trim edges along posts, trees, fences, sidewalks, driveways, alleys, and curbs.
  - Edges kept neat, vertical, and straight; trimming height consistent with mowed grass.
- **Debris**
  - Remove all visible debris, including branches, construction materials, household appliances, furniture, tires, etc.
- **Tree Trimming**
  - Trim trees above sidewalks, streets, and alleys to allow for a 12-foot clearance.
  - Remove any and all broken tree limbs.
- **Disposal**
  - Document before-and-after photos for verification.
  - Ensure that loads from one property are kept **completely separate** from loads belonging to other properties to prevent misallocation.
  - Ensure completion of **City Landfill Waiver's** and corresponding **load tickets** for each disposal haul.
- **Special Event/Priority/Emergency Mowing**
  - Upon receipt of notification and approval, crews shall be dispatched within **48 hours**.
- **Gate/Access Management**

  ***Gate Access Control**: Gates must only be opened or removed under the direct supervision of an **Ordinance Enforcement Inspector** to ensure compliance with local regulations.
  - Maintain access to all necessary tools for gate removal, such as wrenches, screwdrivers, cutting tools, and safety equipment.
  - Retain tools suitable for different gate materials (metal, wood, chain-link) and mechanisms (hinged, sliding).
  - Ensure personnel are trained on how to correctly and safely use the tools for gate removal.
  - Ensure gates are fully opened and secured before equipment enters or exits.
  - Secure gates when the crew leaves the site or during non-operational hours.
  - Inspect gates for damage or obstructions before and after operations.
  - Report any gate malfunctions or security issues immediately.
- **Workmanship & Property Protection**
  - No damage to trees (string trimmer guards), signage, irrigation heads, valve boxes, lighting, or structures.
  - Report any incidental damage immediately.
- **Safety & Cleanliness**
  - Barricade or cone areas when operating near public walkways.
  - Remove all tools, equipment, and litter.

Service Levels & Timelines (Work Order Lifecycle)

Acknowledgement: Contractor acknowledges WO within **2 business days**

Dispatch Window: Service scheduled within **3 business days** for standard priority; **4–8 business hours** for urgent WOs.

Completion: Work completed within the WO window. If weather or site conditions prevent service, the WO window will be revised and reissued at the city's discretion.

Status Updates via live document:

- Accepted / Scheduled date & ETA.
- In-progress / On-site time stamp.
- Completed / Off-site time stamp, photos, notes, and exceptions.

Escalation: Issues (access denied, hazards, equipment failure) reported within **1 hour** of discovery.

Seasonal & Weather Adjustments

- Suspend mowing during **saturation**, **standing water**, **severe storms**, or **freeze** conditions to prevent damage.
- Resume at next safe opportunity; update with revised schedule.

Equipment & Materials

- Use well-maintained commercial-grade mowers and trimmers sized to site conditions.
- Sharp blades; no fluid leaks; functioning guards and deflectors.
- Fueling and maintenance conducted off lawn areas.

Environmental Practices

- Prevent discharge of clippings to storm drains.
- Spill prevention and response plan for fuels and oils.
- Noise mitigation: avoid early/late hours near residences as required by ordinance **Sec. 46-78. - Enumeration of excessive sound levels**.
- Ensure the disinfection of equipment to prevent the spread of disease and pathogens.

Deliverables & Documentation (Per WO)

- **Before/During/After Photos:** 3 Wide-angle + detail shots of representative areas and any issues found with stamped date and time.
- Return completed City Landfill Waiver and load tickets for each **Debris Removal**.
- **Notes:** Exceptions (blocked access, hazards), weather hold rationale, and damage reports.

Reporting & Invoicing

- All materials, including the Completed Work Order, Property Packets, Photos, City Landfill Waivers, Load Tickets, and Invoices must be submitted within **15 business days** of completion.
- **Invoice:** Issued per WO with itemization by property.
- **Discrepancy Resolution:** Billing queries addressed within **3 business days**.

Communication Protocols

- **Primary Contacts:**
- **After Hours Email: healthadministration@brownsvilletx.gov**
- **Channels:** Email and telephone communication.
- **Frequency:** Weekly status (if active Wos)

Data Privacy & Security

- Protect location data and photos; do not publish images of services completed or in progress.
- Retain records for **6 months or 180 days post service**.

"EXHIBIT B"

Contract Term Details: The Contract, pending City Commission approval, includes a Base Period, Optional Renewal Period(s), and a Total Contract Term as follows:

- **Base Period:** This initial period will begin upon City Commission approval and end on **September 30, 2028**

- **Optional Renewal Periods:** There is one (1) optional one-year renewal period. If exercised, this period will extend the contract as follows:
    - **Renewal Period:** October 1, 2028, to September 30, 2029

- **Total Term of the Contract:** Including the Base Period and the optional renewal, the total contract term shall not exceed three (3) years, with a final end date of September 30, 2029, if the renewal is exercised.

PROPOSED PRICE MATRIX QUOTE

Prices submitted shall be all-inclusive and include all labor, equipment, materials, supervision, transportation, disposal, overhead, and any other costs necessary to perform the services in accordance with the Scope of Work.

Services will be performed on an as-needed, work order basis. Quantities listed, if any, are estimates only and do not represent a guarantee of work.

VENDOR:

MOWING CATEGORIES:	QUOTE:
A-Standard Lot- 25 Ft. X 100 Ft.	70
B-Standard Lot- 50 Ft. X 100 Ft.	90
C-Double Lot - 100 Ft. X 100 Ft.	120
D- 1/2 Acre Lot	150
E- 1 Acre Lot	200
F- 1 1/2 Acre Lot	250
G- 2 Acre Lot	300
H- 2 1/2 Acre Lot	350
I- 3 Acre Lot	400
J- 3 1/2 Acre Lot	450
K- 4 Acre Lot	550
L – Additional ½ Acre (for properties exceeding 4 acres)	150 **Per Additional ½ Acre**
M – Additional 1 Acre (for properties exceeding 4 acres)	200 **Per Additional 1 Acre**
Debris Light (LESS THAN 1,000 LBS)	200
Debris Moderate (1,001 UP TO 2,500 LBS)	250
Debris Heavy (2,501 UP TO 5,000 LBS)	350
Debris Extreme (5,001 UP TO 10,000)	450
Trim Light (LESS THAN 1,000 LBS)	300
Trim Moderate (1,001 UP TO 2,500 LBS)	350

Trim Heavy (2,501 UP TO 5,000 LBS)	400
Trim Extreme (5,001 UP TO 10,000)	500
Grass or weeds over 18 in. in height.	

OPTIONAL – ADDITIONAL SERVICES:

Proposers may list additional mowing-related or property maintenance services they are capable of providing that are related to, but not included in, the base Scope of Work. Any services listed are optional, subject to City approval, and may be requested only on an as-needed, work order basis. Pricing provided does not guarantee that such services will be requested or awarded.

ADDITIONAL SERVICES:	QUOTE:

Optional additional services are provided for informational purposes only and will not be evaluated or scored as part of this RFP. The City is not obligated to purchase any optional services.

The City reserves the right to accept, reject, or negotiate any proposed additional services.

"EXHIBIT D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent Contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence

   2. Property damage

      $100,000 each occurrence

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2026

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: JUAN ROCHA
956-621-0120 ESCOBEDO INSURANCE AGENCY 2334 BOCA CHICA BLVD ST 400 BROWNSVILLE TX 78521	PHONE (A/C, No, Ext): 956-621-0120 FAX (A/C, No): E-MAIL ADDRESS: JROCHA@ESCOBEDOINSURANCE.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sirius Point Specialty Company	
INSURER B : Progressive Company	
INSURER C : Texas Mutual Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LUIS CEBALLOS
DBA: Ceballos Lawn Care and More
31725 FM 1561
SAN BENITO TX 78586

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			4023683	06/10/26	06/10/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	✓ AUTOMOBILE LIABILITY ☐ ANY AUTO ✓ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			018384877	06/10/26	06/10/27	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 250,000 $ 500,000 $ 250,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		Q005015546	06/10/26	06/10/27	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF BROWNSVILLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NANCY ESCOBEDO

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Form 10 - Cooperative Use Authorization & Administrative Fee Acknowledgment

Purpose

This form allows the Respondent to indicate whether it elects to participate in optional cooperative purchasing arrangements and acknowledges the associated administrative fee requirements if cooperative use is accepted. Cooperative use is not mandatory and is offered at the Respondent’s discretion. By completing this form, the Respondent clearly identifies its intent regarding cooperative participation for contracts awarded by the City of Brownsville, Texas.

Solicitation No.: _____

Respondent Information

Legal Entity Name: Luis Ceballos

Primary Contact Name: Luis Ceballos

Title: Mr

Telephone: 9563729926 **Email:** luisfelipe9386@icloud.com

Optional Cooperative Use Authorization

☑ **YES** – The Respondent **agrees** to allow cooperative use

☐ **NO** – The Respondent **declines** cooperative use

If **YES** is selected, the Respondent acknowledges and agrees that:

Cooperative Use Authorization

It is the intent of the City of Brownsville, Texas ("City") that any contract resulting from this solicitation may be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including but not limited to Texas Government Code Chapter 791 (Interlocal Cooperation Act) and other applicable joint purchasing statutes. The awarded contractor agrees to extend the same pricing, terms, and conditions of this contract to any eligible public agency, political subdivision, or governmental entity that elects to purchase goods or services under this contract, provided that such entity issues its own purchase order, contract, or interlocal agreement that references the City of Brownsville's contract. Each participating entity shall be solely responsible for its own contractual obligations, including but not limited to the issuance of purchase orders, receipt of goods or services, and payment of invoices. The City of Brownsville shall not be responsible for the performance, payment, or administration of any obligations incurred by participating entities under this cooperative use provision.

Administrative Fee Acknowledgment

The City of Brownsville will utilize an administrative fee in connection with contracts awarded as a result of this solicitation. The administrative fee shall be assessed as a percentage of sales and shall apply to all purchases made by the City and any participating entities under this contract. The awarded contractor shall remit an administrative fee equal to three percent (3%) of total sales to Civic Marketplace on a quarterly basis, in accordance with program requirements. The contractor shall also submit required quarterly sales reports detailing all contract activity subject to the administrative fee. The administrative fee shall be included in the contractor's pricing and shall not be invoiced separately to the City or participating entities.

Certification

By signing below, the undersigned certifies that they are duly authorized to bind the Respondent, that all statements made in this form are true and correct, and that the Respondent's selection regarding cooperative use accurately reflects its intent.

Signature: Luis Ceballos

Printed Name: Luis Ceballos

Title: Mr

Date: 03/20/26

Company Name: Ceballos Lawn Care And more

Phone: 9563729926

Email: luisfelipe9386@icloud.com

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent vendor must describe any conflicts of interest related to the goods and/or services associated with this solicitation.

The Respondent shall complete and submit **Form CIQ (Form 2)** indicating any conflicts of interest for the service provider or key employees. If no conflicts exist, the Respondent must indicate "N/A" on the form and submit it as part of their response.

A conflict of interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s).

The Entity reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict of interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Chapter 176, Texas Local Government Code, and that the appropriate Conflict of Interest Questionnaire (Form CIQ) has been filed or will be filed as required.

Signature: Luis Ceballos

Printed Name: Luis Ceballos

Title: MR

Date: 03/20/26

Company Name: Ceballos Lawn Care And More

Phone: 9563729926

Email: luisfelipe9386@icloud.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity 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.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print, sign, and notarize the TEC Form 1295 and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed and notarized in accordance with TEC requirements**.**

Signature: Luis Ceballos

Printed Name: Luis Ceballos

Title: _____

Date: 3/22/2026

Company Name: Ceballos Lawn Care

Phone: (956) 372-9926

Email: luisfelipe9386@icloud.com

CERTIFICATE OF INTERESTED PARTIES FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1474940

Date Filed:
06/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ceballos Lawn care and more
Brownsville , 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.
Brownsville city

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.
135-26-HLH-RFP
Mowing and cleaning vacant lots

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ceballos, Luis	Brownsville , TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (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
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Ceballos Lawn care and more
Brownsville , TX United States

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Brownsville city

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135-26-HLH-RFP
Mowing and cleaning vacant lots

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		Controlling	Intermediary
Ceballos, Luis	Brownsville , TX United States		X

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My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

PROCUREMENT ANALYSIS

Date: Friday, June 12, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Arturo Rodriguez, Public Health & Wellness Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, July 7, 2026.
"Consideration and Action to Authorize Contracts with Ceballos Lawn Care and NVS Corporate Services for Contract No. 135-26-HLH-RFP, Mowing Services for Vacant Lot, in an amount not to exceed $55,000 annually per vendor ($165,000 total potential value per vendor), for a term of two (2) years with one (1) optional one-year renewal, for the Health, Wellness & Animal Services Department"

Executive Summary:

- Department: Health, Wellness & Animal Services Department
- Procurement Method: Request For Proposals (RFP)
- Submittals Received: Four (4)
- Contract Number: 135-26-HLH-RFP
- Vendors: Ceballos Lawn Care and NVS Corporate Services.
- Contract Amount: Not to exceed $55,000 annually per vendor
    - Total Potential Value: Not to exceed $165,000 per vendor
- Base Term: Two (2) years with one (1) optional one-year renewal
- Total Term: Up to three (3) years

Background:
The Department of Health, Wellness & Animal Services requested mowing and property maintenance services for vacant lots and other City-owned or City-managed properties. The purpose of this solicitation is to ensure timely maintenance of properties to comply with City ordinances, promote public health and safety, and maintain community standards. Due to the volume of work and the need for timely response, the City sought to establish contracts with qualified vendors capable of performing services on an as-needed, work order basis.

Procurement Process:
The Procurement Department issued a Request for Proposals (RFP) in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform (Bonfire). Four (4) proposals were received.

This procurement is governed by the following statute:

- **RFP (Competitive Sealed Proposals): Texas Local Government Code Chapter 252, Subchapter D – Competitive Sealed Proposals (§252.021(b), §252.042).**

Results
Four (4) firms submitted proposals. One (1) proposal was deemed non-responsive due to failure to meet mandatory solicitation requirements. The remaining three (3) proposals were evaluated by the evaluation committee based on the published criteria.

NVS Corporate Services ranked first overall, followed by **Ceballos Lawn Care** and **One Stop Janitorial Services, LLC**. NVS Corporate Services received the highest overall score based on its demonstrated qualifications, relevant experience, and competitive pricing. Ceballos Lawn Care also demonstrated strong qualifications and cost competitiveness, while One Stop Janitorial Services, LLC ranked lower primarily due to higher pricing and less competitive overall value.

Vendor Information:

- NVS Corporate Services
  800 Wildrose Ln, Brownsville, Texas 78520
  Point of Contact: Nick Soto Jr.
  Phone/Email: (956) 903 – 4382 | nicksoto@nvscsi.com ; ltrevino@nvscsi.com

- Ceballos Lawn Care
  1664 Taft St, Brownsville, Texas 78521
  Point of Contact: Luis Ceballos
  Phone/Email: (956) 371-9926 | luisfelipe9386@icloud.com

Exhibits & Supporting Documents:

- Exhibit A – Evaluation Results (Committee Scoring).
- Exhibit B – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)
- Exhibit C – Form 2 - Statement of Conflict of Interest

Recommendation:
The Procurement Department recommends that the City Commission authorize multiple-award contracts with Ceballos Lawn Care and NVS Corporate Services for Contract No. 135-26-HLH-RFP, Mowing Services for Vacant Lot, in an amount not to exceed **$55,000 annually per vendor ($165,000 total potential value per vendor)**, for a two (2) year base term with one (1) optional one-year renewal, for the Health, Wellness & Animal Services Department.

Approval of this agenda item will authorize the full contract value, including the renewal option. The City Manager will be authorized to execute renewal(s) if exercised.

135-26-HLH-RFP - Mowing Services for Vacant Lot
Scoring Summary

Active Submissions

	Total	A - Mandatory Criteria	A-1 - Forms are signed	A-2 - Financial Capability	B - Evaluation Commitee	B-1 - Minimum Qualifications	B-2 - Qualifications, Experience, and Capacity	B-3 - Service Approach and Compliance	B-4 - Cost	B-5 - Equipment and Capacity
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	/ 100 pts	Pass/Fail	/ 35 pts	/ 30 pts	/ 20 pts	/ 15 pts
NVS CORPORATE SERVICES	85.6	0	Pass	Pass	85.6	Pass	29	28.25	15.1	13.25
Ceballos Lawn Care	78.47	0	Pass	Pass	78.47	Pass	25.25	21.5	18.22	13.5
One Stop Janitorial Services LLC	76.02	0	Pass	Pass	76.02	Pass	30.75	27.25	4.52	13.5

Eliminated Submissions

	A - Mandatory Criteria	A-1 - Forms are signed	A-2 - Financial Capability	B - Evaluation Commitee	B-1 - Minimum Qualifications	B-2 - Qualifications, Experience, and Capacity	B-3 - Service Approach and Compliance	B-4 - Cost	B-5 - Equipment and Capacity
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	/ 100 pts	Pass/Fail	/ 35 pts	/ 30 pts	/ 20 pts	/ 15 pts
S and S Complete Solutions	0	Fail	Pass	0	-	-	-	0	-

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent vendor must describe any conflicts of interest related to the goods and/or services associated with this solicitation.

The Respondent shall complete and submit **Form CIQ (Form 2)** indicating any conflicts of interest for the service provider or key employees. If no conflicts exist, the Respondent must indicate "N/A" on the form and submit it as part of their response.

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1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict of interest disclosures.
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Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Chapter 176, Texas Local Government Code, and that the appropriate Conflict of Interest Questionnaire (Form CIQ) has been filed or will be filed as required.

Signature: _____

Printed Name: Nick Soto, Jr.

Title: President / CEO

Date: 03/24/2026

Company Name: NVS Corporate Services, Inc.

Phone: (956) 903 - 4382

Email: nicksoto@nvscsi.com

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).

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OFFICE USE ONLY

Date Received

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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.)

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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.**

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☐ 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?

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Signature of vendor doing business with the governmental entity

03/24/26

Date

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For vendor doing business with local governmental entity

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City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
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Printed Name: Luis Ceballos

Title: MR

Date: 03/20/26

Company Name: Ceballos Lawn Care And More

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Email: luisfelipe9386@icloud.com

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_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity 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.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Rosio Tijerina

Title: V.P. of Operations

Date: 06/05/2026

Company Name: NVS Corporate Services, Inc.

Phone: (956) 903-4382

Email: rrtijerina@nvscsi.com

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 10/2/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1473112

Date Filed:
06/05/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NVS CORPORATE SERVICES
BROWNSVILLE, 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 Brownsville

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.
135-26-HLH-RFP
Mowing Services for Vacant Lot

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NVS CORPORATE SERVICES, INC.	Brownsville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rosio Rodriguez Tijerina, and my date of birth is 06-06-1980.

My address is 120 Pizarro Ave, Rancho Viejo (city), TX (state), 78575 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 05 day of June (month), 2026 (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:
2026-1473112

Date Filed:
06/05/2026

Date Acknowledged:
06/05/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NVS CORPORATE SERVICES
BROWNSVILLE, 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 Brownsville

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.

135-26-HLH-RFP
Mowing Services for Vacant Lot

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NVS CORPORATE SERVICES, INC.	Brownsville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print, sign, and notarize the TEC Form 1295 and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed and notarized in accordance with TEC requirements**.**

Signature: Luis Ceballos

Printed Name: Luis Ceballos

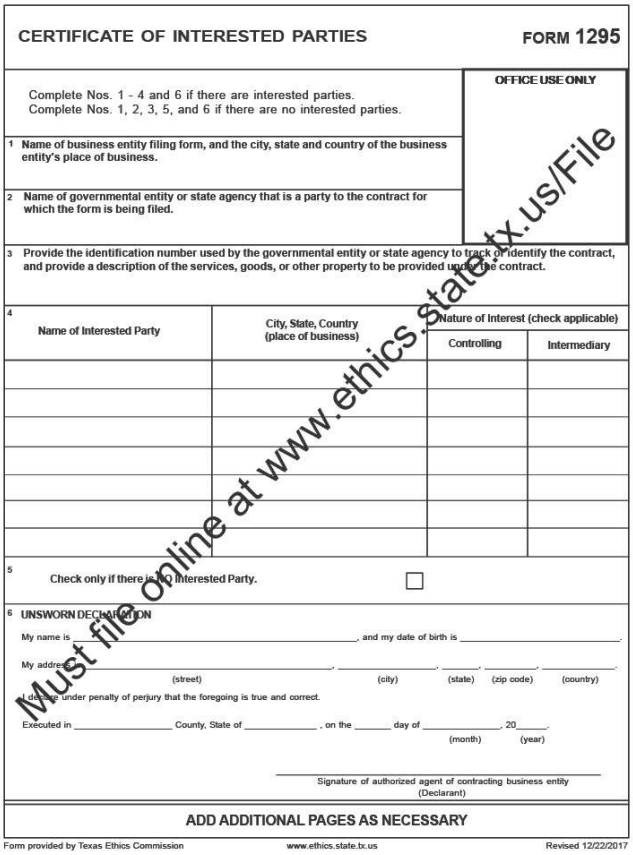
Title: _____

Date: 3/22/2026

Company Name: Ceballos Lawn Care

Phone: (956) 372-9926

Email: luisfelipe9386@icloud.com



CERTIFICATE OF INTERESTED PARTIES FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1474940

Date Filed:
06/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ceballos Lawn care and more
Brownsville , 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.
Brownsville city

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.
135-26-HLH-RFP
Mowing and cleaning vacant lots

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ceballos, Luis	Brownsville , TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (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:
2026-1474940

Date Filed:
06/09/2026

Date Acknowledged:
06/12/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ceballos Lawn care and more
Brownsville , 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.

Brownsville city

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.

135-26-HLH-RFP
Mowing and cleaning vacant lots

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ceballos, Luis	Brownsville , TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Contract Summary Form

Contract Number 135-26-HLH-RFP

Procurement Info	
Procurement Method:	**IFB, RFP, RFQ**
New Contract:	**Yes ☒ No ☐**
Advertisement Dates, if any:	**February 14, 2026 and February 21, 2026**
Award Date:	**City Commission Tuesday, July 7, 2026**
Contractor	
Vendor Name:	NVS Corporate Services
Address:	800 Wildrose Ln, Brownsville, Texas 78520
Point of Contact / Project Manager*:	Nick Soto Jr.
Phone Number:	(956) 903 - 4382
Email Address:	nicksoto@nvscsi.com ; ltrevino@nvscsi.com
City Contact Information	
Department:	**Department of Health, Wellness & Animal Services**
Point of Contact / Project Manager:	Estefana Rea-Bennett
Email Address:	**Estefana.Bennett@brownsvilletx.gov**
Contract Term	
Contract Amount:	Not to exceed $55,000 per year
Contract Base/Primary Term:	Two (2) years
Renewal Periods (if any):	Optional one (1) year
Total Term of Contract:	Not to exceed three (3) years, if the renewal option is exercised
Important	
Service Type	As-Needed Work Order Based Services
Cooperative Use	Vendor Authorized Cooperative Use ; 3% Administrative Fee
No Guarantee of Work:	The City does not guarantee any minimum amount of work, services, compensation, dollar value, or number of work orders under this Contract. Services shall be performed on an as-needed basis, and work assignments may be distributed among one or more awarded contractors at the sole discretion of the City based on operational needs.
Budget Information	
State or Federal Funds:	**Yes ☐ No ☒**

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR MOWING SERVICES FOR VACANT LOT 135-26-HLH-RFP

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and NVS Corporate Services hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Price Matrix (Exhibit C)
      iv. Insurance (Exhibit D)
      v. Cooperative Use Authorization & Administrative Fee Acknowledgment (Exhibit E)
      vi. Form 2 - Statement of Conflict of Interest (Exhibit F)
      vii. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295) (Exhibit G)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent Contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the

terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Observation and Review of the Project.

a. The Contractor shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Contractor or any subContractors or sub-Contractors reasonably observed during regular site visits.

7. Ownership of Documents.

a. All documents prepared or furnished by the Contractor (and Contractor's subContractors or sub-Contractors) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Contractor is entitled to retain copies of all such documents.

8. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the

insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY

GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

2. **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

3. **This Indemnification provision shall survive termination or expiration of the Agreement.**

1. **Miscellaneous Provisions.**

   a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

   b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

   c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

   d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

   e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

   f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

   g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: NVS Corporate Services
800 Wildrose Ln,
Brownsville, Texas 78520

If to CITY: City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

Signature: _____

Print Name: Rosio Tijerina

Title: V.P. of Operations

Date: 06/05/2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

"EXHIBIT A"

Project Description

Services will be performed on an as-needed, work order basis and may include, but are not limited to, mowing of overgrown grass, edging, debris removal, tree trimming, and related cleanup activities. The selected contractor(s) will be responsible for responding to issued work orders, performing services in accordance with City standards, and providing required documentation to verify completion.

No Guarantee of Work. The City does not guarantee any minimum amount of work, services, compensation, dollar value, or number of work orders under this Contract. Services shall be performed on an as-needed basis, and work assignments may be distributed among one or more awarded contractors at the sole discretion of the City based on operational needs.

Scope of Services

Purpose & Objectives

This Scope of Work defines requirements, service standards, and deliverables for **work order–based mowing services** across designated sites. Objectives include:

- Abate specified properties/lots in compliance with established appearance standards
- Provide reliable, timely response to individual work orders (WO) with clear documentation.

Service Model Overview

Services are dispatched via **Work Orders (WOs)**. Each WO specifies location(s), service window, tasks, and special instructions. Contractor shall acknowledge, perform, and close WOs per the timelines and standards in this SOW.

Operational Hours

- The contractor shall maintain a local office for administrative purposes. If a local office is not available, telephone communication staffed during normal business hours must be provided.
- Services may be provided Monday through Sunday between the hours of 7:00 am to 7:00 pm, unless otherwise directed.
- Properties classified as 'warrants' shall be scheduled and serviced exclusively during the City of Brownsville's official business hours.

Included Services (per WO)

Unless otherwise specified in a WO, mowing WOs shall include:

1. **Mowing**
2. **Edging**
3. **Blowing/Cleanup**
4. **Debris Pickup**
5. **Tree Trimming**
6. **Debris/Tree Branch Disposal (light/moderate/heavy/extreme)**
7. **Gate/Access Management**
8. **Special Event/Priority/Emergency Mowing**

Performance Standards

- **Appearance**
  - Mow all designated areas to maintain a neat and uniform appearance.
  - No scalping, rutting, gouging, or "rooster tails"; no uncut strips.
- **Clippings Management**
  - Grass clipping shall remain on the serviced lot.
  - Any clippings on the street, alley, sidewalk, gutter, or storm drain must be blown back into the yard.

- **Edging & Trimming**
  - Trim edges along posts, trees, fences, sidewalks, driveways, alleys, and curbs.
  - Edges kept neat, vertical, and straight; trimming height consistent with mowed grass.
- **Debris**
  - Remove all visible debris, including branches, construction materials, household appliances, furniture, tires, etc.
- **Tree Trimming**
  - Trim trees above sidewalks, streets, and alleys to allow for a 12-foot clearance.
  - Remove any and all broken tree limbs.
- **Disposal**
  - Document before-and-after photos for verification.
  - Ensure that loads from one property are kept **completely separate** from loads belonging to other properties to prevent misallocation.
  - Ensure completion of **City Landfill Waiver's** and corresponding **load tickets** for each disposal haul.
- **Special Event/Priority/Emergency Mowing**
  - Upon receipt of notification and approval, crews shall be dispatched within **48 hours**.
- **Gate/Access Management**

  ***Gate Access Control**: Gates must only be opened or removed under the direct supervision of an **Ordinance Enforcement Inspector** to ensure compliance with local regulations.
  - Maintain access to all necessary tools for gate removal, such as wrenches, screwdrivers, cutting tools, and safety equipment.
  - Retain tools suitable for different gate materials (metal, wood, chain-link) and mechanisms (hinged, sliding).
  - Ensure personnel are trained on how to correctly and safely use the tools for gate removal.
  - Ensure gates are fully opened and secured before equipment enters or exits.
  - Secure gates when the crew leaves the site or during non-operational hours.
  - Inspect gates for damage or obstructions before and after operations.
  - Report any gate malfunctions or security issues immediately.
- **Workmanship & Property Protection**
  - No damage to trees (string trimmer guards), signage, irrigation heads, valve boxes, lighting, or structures.
  - Report any incidental damage immediately.
- **Safety & Cleanliness**
  - Barricade or cone areas when operating near public walkways.
  - Remove all tools, equipment, and litter.

Service Levels & Timelines (Work Order Lifecycle)

Acknowledgement: Contractor acknowledges WO within **2 business days**

Dispatch Window: Service scheduled within **3 business days** for standard priority; **4–8 business hours** for urgent WOs.

Completion: Work completed within the WO window. If weather or site conditions prevent service, the WO window will be revised and reissued at the city's discretion.

Status Updates via live document:

- Accepted / Scheduled date & ETA.
- In-progress / On-site time stamp.
- Completed / Off-site time stamp, photos, notes, and exceptions.

Escalation: Issues (access denied, hazards, equipment failure) reported within **1 hour** of discovery.

Seasonal & Weather Adjustments

- Suspend mowing during **saturation, standing water, severe storms**, or **freeze** conditions to prevent damage.
- Resume at next safe opportunity; update with revised schedule.

Equipment & Materials

- Use well-maintained commercial-grade mowers and trimmers sized to site conditions.
- Sharp blades; no fluid leaks; functioning guards and deflectors.
- Fueling and maintenance conducted off lawn areas.

Environmental Practices

- Prevent discharge of clippings to storm drains.
- Spill prevention and response plan for fuels and oils.
- Noise mitigation: avoid early/late hours near residences as required by ordinance **Sec. 46-78. - Enumeration of excessive sound levels**.
- Ensure the disinfection of equipment to prevent the spread of disease and pathogens.

Deliverables & Documentation (Per WO)

- **Before/During/After Photos:** 3 Wide-angle + detail shots of representative areas and any issues found with stamped date and time.
- Return completed City Landfill Waiver and load tickets for each **Debris Removal**.
- **Notes:** Exceptions (blocked access, hazards), weather hold rationale, and damage reports.

Reporting & Invoicing

- All materials, including the Completed Work Order, Property Packets, Photos, City Landfill Waivers, Load Tickets, and Invoices must be submitted within **15 business days** of completion.
- **Invoice:** Issued per WO with itemization by property.
- **Discrepancy Resolution:** Billing queries addressed within **3 business days**.

Communication Protocols

- **Primary Contacts:**
- **After Hours Email: healthadministration@brownsvilletx.gov**
- **Channels:** Email and telephone communication.
- **Frequency:** Weekly status (if active Wos)

Data Privacy & Security

- Protect location data and photos; do not publish images of services completed or in progress.
- Retain records for **6 months or 180 days post service**.

"EXHIBIT B"

Contract Term Details: The Contract, pending City Commission approval, includes a Base Period, Optional Renewal Period(s), and a Total Contract Term as follows:

- **Base Period:** This initial period will begin upon City Commission approval and end on **September 30, 2028**

- **Optional Renewal Periods:** There is one (1) optional one-year renewal period. If exercised, this period will extend the contract as follows:
    - **Renewal Period:** October 1, 2028, to September 30, 2029

- **Total Term of the Contract:** Including the Base Period and the optional renewal, the total contract term shall not exceed three (3) years, with a final end date of September 30, 2029, if the renewal is exercised.

"EXHIBIT C"

PROPOSED PRICE MATRIX QUOTE

Prices submitted shall be all-inclusive and include all labor, equipment, materials, supervision, transportation, disposal, overhead, and any other costs necessary to perform the services in accordance with the Scope of Work.

Services will be performed on an as-needed, work order basis. Quantities listed, if any, are estimates only and do not represent a guarantee of work.

VENDOR:

MOWING CATEGORIES:	QUOTE:
A-Standard Lot- 25 Ft. X 100 Ft.	$100.00
B-Standard Lot- 50 Ft. X 100 Ft.	$125.00
C-Double Lot - 100 Ft. X 100 Ft.	$150.00
D- 1/2 Acre Lot	$150.00
E- 1 Acre Lot	$300.00
F- 1 1/2 Acre Lot	$450.00
G- 2 Acre Lot	$600.00
H- 2 1/2 Acre Lot	$750.00
I- 3 Acre Lot	$900.00
J- 3 1/2 Acre Lot	$1,050.00
K- 4 Acre Lot	$1,200.00
L – Additional ½ Acre (for properties exceeding 4 acres)	$150.00 Per Additional ½ Acre
M – Additional 1 Acre (for properties exceeding 4 acres)	$300.00 Per Additional 1 Acre
Debris Light (LESS THAN 1,000 LBS)	$150.00
Debris Moderate (1,001 UP TO 2,500 LBS)	$250.00
Debris Heavy (2,501 UP TO 5,000 LBS)	$350.00
Debris Extreme (5,001 UP TO 10,000)	$450.00
Trim Light (LESS THAN 1,000 LBS)	$150.00
Trim Moderate (1,001 UP TO 2,500 LBS)	$250.00

Trim Heavy (2,501 UP TO 5,000 LBS)	**$350.00**
Trim Extreme (5,001 UP TO 10,000)	**$450.00**
Grass or weeds over 18 in. in height.	

OPTIONAL – ADDITIONAL SERVICES:

Proposers may list additional mowing-related or property maintenance services they are capable of providing that are related to, but not included in, the base Scope of Work. Any services listed are optional, subject to City approval, and may be requested only on an as-needed, work order basis. Pricing provided does not guarantee that such services will be requested or awarded.

ADDITIONAL SERVICES:	QUOTE:
Weed Eating	$0.10 / linear ft
Hard Edge	$3.00 / linear ft
Tree Trim	$150 / tree
Palm Trim	$75 / palm
Bush Trim	$50 / bush

Optional additional services are provided for informational purposes only and will not be evaluated or scored as part of this RFP. The City is not obligated to purchase any optional services.

The City reserves the right to accept, reject, or negotiate any proposed additional services.

"EXHIBIT D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent Contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence

   2. Property damage

      $100,000 each occurrence

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

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

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

PRODUCER	CONTACT NAME: Norma L Garibay
3 Aces Insurance 151 Alvarez Ct. Los Fresnos, Tx 78566	PHONE (A/C, No, Ext): (956)408-7223 FAX (A/C, No): E-MAIL ADDRESS: 3acesinsurance@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Northfield Insurance Company	
INSURER B : Texas Mutual Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NVS Corporate Services, Inc.
800 Wildrose Ln.
Brownsville, Tx 78520

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	WH021600	01/11/2026	01/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002121958	01/11/2026	01/11/2027	X WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket additional insured in regards to the General Liability policy as described in policy forms.

CERTIFICATE HOLDER

City of Brownsville
1001 E. Elizabeth St.
Brownsville, Tx 78520

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

Norma L Garibay

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2026

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

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

PRODUCER

Veronica Chavez(1940336)
1501 E Alton Gloor Blvd Ste I
Brownsville TX 78526-0225

CONTACT NAME:

PHONE (A/C, NO, EXT): 956-542-2622 **FAX (A/C, NO):** 956-542-2473

E-MAIL ADDRESS: vchavez1@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:	Farmers Texas County Mutual Insurance Company	24392
INSURER E:		
INSURER F:		

INSURED

NVS CORPORATE SERVICES, INC.
800 WILDROSE LN
BROWNSVILLE TX 78520

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL 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 ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			607147349	10/22/2025	10/22/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTHER	$
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Brownsville

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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Form 10 - Cooperative Use Authorization & Administrative Fee Acknowledgment

Purpose

This form allows the Respondent to indicate whether it elects to participate in optional cooperative purchasing arrangements and acknowledges the associated administrative fee requirements if cooperative use is accepted. Cooperative use is not mandatory and is offered at the Respondent's discretion. By completing this form, the Respondent clearly identifies its intent regarding cooperative participation for contracts awarded by the City of Brownsville, Texas.

Solicitation No.: 135-26

Respondent Information

Legal Entity Name: NVS Corporate Services, Inc.

Primary Contact Name: Nick Soto, Jr

Title: President | CEO

Telephone: (956) 903-4382 **Email:** nicksoto@nvscsi.com

Optional Cooperative Use Authorization

☑ **YES** – The Respondent **agrees** to allow cooperative use

☐ **NO** – The Respondent **declines** cooperative use

If **YES** is selected, the Respondent acknowledges and agrees that:

Cooperative Use Authorization

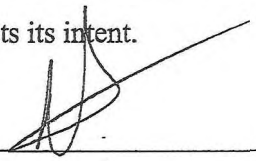
It is the intent of the City of Brownsville, Texas ("City") that any contract resulting from this solicitation may be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including but not limited to Texas Government Code Chapter 791 (Interlocal Cooperation Act) and other applicable joint purchasing statutes. The awarded contractor agrees to extend the same pricing, terms, and conditions of this contract to any eligible public agency, political subdivision, or governmental entity that elects to purchase goods or services under this contract, provided that such entity issues its own purchase order, contract, or interlocal agreement that references the City of Brownsville's contract. Each participating entity shall be solely responsible for its own contractual obligations, including but not limited to the issuance of purchase orders, receipt of goods or services, and payment of invoices. The City of Brownsville shall not be responsible for the performance, payment, or administration of any obligations incurred by participating entities under this cooperative use provision.

Administrative Fee Acknowledgment

The City of Brownsville will utilize an administrative fee in connection with contracts awarded as a result of this solicitation. The administrative fee shall be assessed as a percentage of sales and shall apply to all purchases made by the City and any participating entities under this contract. The awarded contractor shall remit an administrative fee equal to three percent (3%) of total sales to Civic Marketplace on a quarterly basis, in accordance with program requirements. The contractor shall also submit required quarterly sales reports detailing all contract activity subject to the administrative fee. The administrative fee shall be included in the contractor's pricing and shall not be invoiced separately to the City or participating entities.

Certification

By signing below, the undersigned certifies that they are duly authorized to bind the Respondent, that all statements made in this form are true and correct, and that the Respondent's selection regarding cooperative use accurately reflects its intent.

Signature: 

Printed Name: Nick Soto, Jr.

Title: President | CEO

Date: 03/24/2026

Company Name: NVS Corporate Services, Inc.

Phone: (956) 903-4382

Email: nicksoto@nvscsi.com

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent vendor must describe any conflicts of interest related to the goods and/or services associated with this solicitation.

The Respondent shall complete and submit **Form CIQ (Form 2)** indicating any conflicts of interest for the service provider or key employees. If no conflicts exist, the Respondent must indicate "N/A" on the form and submit it as part of their response.

A conflict of interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s).

The Entity reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict of interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Chapter 176, Texas Local Government Code, and that the appropriate Conflict of Interest Questionnaire (Form CIQ) has been filed or will be filed as required.

Signature: _____

Printed Name: Nick Soto, Jr.

Title: President / CEO

Date: 03/24/2026

Company Name: NVS Corporate Services, Inc.

Phone: (956) 903 - 4382

Email: nicksoto@nvscsi.com

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

Signature of vendor doing business with the governmental entity

03/24/26

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.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Rosio Tijerina

Title: V.P. of Operations

Date: 06/05/2026

Company Name: NVS Corporate Services, Inc.

Phone: (956) 903-4382

Email: rrtijerina@nvscsi.com

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 10/2/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1473112

Date Filed:
06/05/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NVS CORPORATE SERVICES
BROWNSVILLE, 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 Brownsville

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.
135-26-HLH-RFP
Mowing Services for Vacant Lot

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NVS CORPORATE SERVICES, INC.	Brownsville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rosio Rodriguez Tijerina, and my date of birth is 06-06-1980.

My address is 120 Pizarro Ave, Rancho Viejo (city), TX (state), 78575 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 05 day of June (month), 20 26 (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:
2026-1473112

Date Filed:
06/05/2026

Date Acknowledged:
06/05/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NVS CORPORATE SERVICES
BROWNSVILLE, 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 Brownsville

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.

135-26-HLH-RFP
Mowing Services for Vacant Lot

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NVS CORPORATE SERVICES, INC.	Brownsville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Sean De Palma, Parks and Recreation Director
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to authorize a contract with Noble Texas Builders, LLC in the amount of $457,709.00 for Contract No. 257-26-PRK-CP, for a term of 2.5 months (approximately 75 calendar days), for improvements at Morningside Park and Brownsville Sports Park for the Parks and Recreation Department. (Parks and Recreation Department)

Summary:
The Parks and Recreation Department (PARD) is seeking approval for park improvements at Morningside Park and Brownsville Sports Park. 257-26-PRK-CP. The requisition is a Buy Board JOC 728-24, which has been verified. Funding for this purchase is coming from BCIC #45-8025-8354-60, #45-8025-8354-73 and IMF Fund #455-850-911 for a total of $457,709.00.

Project Scope and Analysis:
The Parks and Recreation Department (PARD) solicited a BuyBoard from Noble Texas Builders, LLC for the field renovations at Morningside Park and irrigation system improvements at Brownsville Sports Park to enhance the condition, functionality, and usability of these recreational facilities. The proposed improvements will support ongoing park operations and provide safe, well-maintained amenities for residents and visitors.

Funding:

Source: 45-8025-8354-60
45-8025-8354-73
455-850-911

Amount: $276,375.00
$91,504.00
$89,830.00

Local Contribution if Applicable: BCIC
BCIC
IMF Funds

Recommendation:
The Parks and Recreation Department recommends approval with the form of the final agreement to be approved by the City Manager and City Attorney.

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
1. 257-26-PRK-CP Procurement Analysis
2. 257-26-PRK-CP Noble Texas Builders

PROCUREMENT ANALYSIS

Date: Wednesday, June 17, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Sean De Palma, Parks and Recreation Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, July 7, 2026.
"Consideration and Action to Authorize a Contract with Noble Texas Builders, LLC in the amount of $457,709.00 for Contract No. 257-26-PRK-CP, for a term of 2.5 months (approximately 75 calendar days), for improvements at Morningside Park and Brownsville Sports Park for the Parks and Recreation Department."

Executive Summary:

- Department: Parks Department
- Exemption Type: Cooperative Purchase Exemption – Buyboard JOC 728-24
- Contract Number: 257-26-PRK-CP
- Vendor: Noble Texas Builders, LLC
- Contract Amount: $457,709.00
- Term: 2.5 months (approximately 75 calendar days)

Background:
The Parks and Recreation Department identified the need for field renovations at Morningside Park and irrigation system improvements at Brownsville Sports Park to enhance the condition, functionality, and usability of these recreational facilities. The proposed improvements will support ongoing park operations and provide safe, well-maintained amenities for residents and visitors.

Exemption Justification:
Authorized use of contracts competitively solicited and awarded by another governmental entity or cooperative organization in compliance with Texas Local Government Code §271.102.

Procurement has verified that this contract falls under a cooperative purchase exemption Buyboard JOC 728-24

Vendor Information:
Noble Texas Builders, LLC
108 S. Main St., La Feria, TX 78559
Point of Contact: Johnny Martinez
Phone/Email:

Exhibits & Supporting Documents:

- Exhibit A – Proposal
- Exhibit B – Buyboard JOC 728-24
- Exhibit C – Form 2 - Statement of Conflict of Interest
- Exhibit D – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with Noble Texas Builders, LLC in the amount of $457,709.00 through BuyBoard JOC Contract No. 728-24 for Morningside Park Field Renovations and Brownsville Sports Park Irrigation Improvements for the Parks and Recreation Department.

Approval of this agenda item will authorize the full contract value of $457,709.00. The contract term is 2.5 months (approximately 75 calendar days) with no renewal options.

NOBLE

JOC 728-24

May 21st, 2026

Roy Reyes
Special Projects Manager – Parks & Rec
Brownsville City Plaza
1034 E. Levee Street
Brownsville, TX 78520

25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING

Mr. Reyes
Noble Texas Builders is pleased to provide you with our proposal for **COB BCIC PARK PROJECTS** at **1207 S Central Ave, Brownsville, TX 78521** & **1000 Sports Park Blvd, Brownsville, TX 78526**. Below are Assumptions and Clarifications based on the information provided and contract documents **25025 COB BCIC PARK PROJECTS PARK FIELD REGRADING & COB SPORTS PARK IRRIGATION REPAIR** dated 09/05/2025.

City of BROWNSVILLE Texas
On the Border By the Sea and Beyond

BASE BID: $ 457,709.00

SOV - MORNINGSIDE & SPORTS PARK	TOTAL
BASEBALL FIELD (1)	148,577
SOCCER FIELD	133,705
KICKBALL FIELD	83,923
SPORTS PARK	91,504
Total:	**$ 457,709**

***Proposal is valid for thirty (45) business days**

CONSTRUCTION DOCUMENTS	
Inclusions	25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING G001 COVER - 09/05/25 G002 GENERAL NOTES - 09/05/25 C100 OVERVIEW - 09/05/25 C101 MORNINGSIDE PARK BASEBALL FIELDS EXISTING CONDITIONS - 09/05/25 C102 MORNINGSIDE PARK SOCCER FIELD EXISTING CONDITIONS - 09/05/25 C103 MORNINGSIDE PARK KICKBALL FIELD EXISTING CONDITIONS - 09/05/25 C201 BASEBALL FIELDS MIN. SUGGESTED EROSION CONTROL MEASURES - 09/05/25 C202 SOCCER FIELD MINIMUM SUGGESTED EROSION CONTROL MEASURES - 09/05/25 C203 KICKBALL FIELD MINIMUM SUGGESTED EROSION CONTROL MEASURES - 09/05/25 C301 MORNINGSIDE PARK BASEBALL FIELDS GRADING - 09/05/25 C302 MORNINGSIDE PARK SOCCER FIELD GRADING - 09/05/25 C303 MORNINGSIDE PARK KICKBALLL FIELD GRADING - 09/05/25 C401 GENERAL DETAILS - 09/05/25 C402 SPECIFICATIONS (1 OF 4) - 09/05/25 C403 SPECIFICATIONS (2 OF 4) - 09/05/25 C404 SPECIFICATIONS (3 OF 4) - 09/05/25 C405 SPECIFICATIONS (4 OF 4) - 09/05/25 C404 SPECIFICATIONS (3 OF 4) REV 1 – 09/24/25
GENERAL REQUIREMENTS	
Inclusions	• SUPERVISION • INSURANCE • PORTABLE RESTROOMS • UNIFORM GENERAL CONDITIONS • PROJECT ADMINISTRATION • PROJECT PLANNING SCHEDULING • PROJECT SAFETY REQUIREMENTS • PROJECT QUALITY CONTROL • STABILIZED CONSTRUCTION ENTRANCE/EXIT • TEMPORARY STORM WATER POLLUTION CONTROL • CLOSEOUT PROCEDURES • GENERAL COMMISSIONING REQUIREMENTS • **P&P BONDS - $ 7,866.00**
Assumptions / Exclusions	• CONSTRUCTION DURATION IS **2.5 MONTHS** • **BASE BID** IS NON-SEVERABLE AND REPRESENTS A UNIFIED PRICE FOR BOTH PARKS; INDIVIDUAL LINE ITEMS MAY NOT BE SEPARATED, REMOVED, OR USED FOR INDEPENDENT REPRICING • ASSUMING WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS • EXCLUDES TESTING AND INSPECTIONS (BY OWNER) • EXCLUDES TAXES AND PERMITS • EXCLUDES ANY UNFORESEEN UNDERGROUND CONDITIONS AND/OR WEATHER • EXCLUDES CHANGES IN SCOPE • EXCLUDES DELAYS FROM OWNER'S DIRECTION • EXCLUDES COMMUNICATION AND COORDINATION RESPONSE TIME BY OWNER • EXCLUDES ANY CHANGES FROM REVISED DRAWINGS DATED 09/05/25 • UPDATED DRAWINGS REFLECTING THE V.E. SCOPE AGREED UPON MUST BE PROVIDED PRIOR THE START OF PROJECT

EXISTING CONDITIONS	
Inclusions	• VERIFY EXISTING FLOW LINES, GRADE, & CONDITIONS FOR - **(1)** BASEBALL FIELD, 1 KICKBALL FIELD, 1 SOCCER FIELD AT MORNINGSIDE PARK • VERIFY EXISTING IRRIGATION SYSTEM FOR REPAIR ON (**1)** BASEBALL FIELD, 1 KICKBALL FIELD, 1 SOCCER FIELD AT MORNINGSIDE PARK • VERIFY EXISTING IRRIGATION SYSTEM AT BROWNSVILLE SPORTS COMPLEX • REMOVE/REINSTATED EXISTING FENCE FOR CONSTRUCTION ENTRANCE AND STAGING AREA • ALL LOW-LYING AREAS WITHIN PROJECT LIMITS SHALL BE FILLED AND GRADED
Assumptions / Exclusions	• EXCLUDES ANY EXISTING CONDITIONS DEVIATIONS FROM 25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING CONSTRUCTION DOCUMENTS • EXCLUDES REMOVAL, RELOCATION, OR PROTECTION OF UNKNOWN UTILITIES • EXCLUDES SURVEYING, STAKING, LAYOUT, AND BENHCMARKS (BY LICENSED SURVEYOR) • EXCLUDES REPLACEMENT OR CORRECTION OF EXISTING BENCHMARKS
EARTHWORK	
Inclusions	• RE-GRADING OF EXISTING **(1) EAST BASEBALL FIELD** (INFIELD) • RE-GRADING OF EXISTING **SOCCER FIELD** • RE-GRADING OF EXISTING **KICKBALL FIELD** • PROVIDE GRADING ON MISC. LOW SPOTS AT OUTFIELD • PROVIDE FLOW LINE • PROVIDE TOP OF SWALE • PROVIDE CONTOUR LINE • PROVIDE **(3)** STABILIZED CONSTRUCTION ENTRANCE & STAGING AREA • ALL LOW-LYING AREAS WITHIN THE PROJECT LIMITS SHALL BE FILLED AND GRADED - BACKFILL • PROVIDE COMPACTION 95% - EXISTING SOIL • PROVIDE HAUL OFF OF EXCESS MATERIAL • SKIM GRADE AS NEEDED
Assumptions / Exclusions	• EXCLUDES ANY EARTHWORK DEVIATIONS FROM 25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING CONSTRUCTION DOCUMENTS • EXCLUDES DEWATERING, PUMPING, OR GROUNDWATER CONTROL BEYOND SURFACE WATER FROM RAIN

EXTERIOR IMPROVEMENTS	
Inclusions	• FINE GRADE EXISTING TOPSOIL FOR SEEDING • PROVIDE SANDY LOAM TOPSOIL FOR NEW BERMUDA GRASS SOD INSTALL ON EAST BASEBALL INFIELD ONLY • PROVIDE INFIELD CLAY-MIX AS NEEDED • PROVIDE SKINNED INFIELD FINISH • REPAIRS TO EXISTING IRRIGATION SYSTEM FOR MORNINSIDE PARK (1-BASEBALL, 1-SOCCER, 1-KICKBALL FIELD) AND SPORTS PARK • INSTALLATION OF NEW IRRIGATION CONTROL COMPONENTS (SPORTS PARK) • INSTALLATION OF NEW IRRIGATION CONTROL COMPONENTS (MORNINGSIDE PARK) • PROVIDE IRRIGATION PLANS FOR ALL PARKS
Assumptions / Exclusions	• EXCLUDES ANY EXTERIOR IMPROVEMENTS DEVIATIONS FROM 25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING CONSTRUCTION DOCUMENTS • EXCLUDES TURFACE INFIELD MIX & CONDITIONER • EXCLUDES CLAY BRICKS • EXCLUDES RYE GRASS SEED (ADDITIONAL FEE IF NEEDED) • EXCLUDES DAMAGE TO SOD OR SEEDED AREAS DUE TO OVERUSE, FOOT TRAFFIC, OR UNAUTHORIZED ACCESS • EXCLUDES ANY FURNISHING OR INSTALLATION OF FIELD EQUIPMENT, INCLUDED BUT NOT LIMITED TO: BASES AND FIELD MARKINGS • EXCLUDES ELECTRICAL UPGRADES, TRANSFORMERS, METERS, OR SERVICE TO EXISTING CONTROLLERS • EXCLUDES SUBSCRIPTIONS & CELLULAR PLANS FOR CONTROL COMPONENTS • EXCLUDES ANY MOWING AND WATERING (BY OWNER)

Johnny Martinez
JOC Estimator

NOBLE TEXAS BUILDERS, LLC
108 S. Main St. La Feria TX, 78559
956.277.0708 (Ph) 956.277.0705 (Fax)
956.678.8981(Cell)
www.nobletx.com

Owner Approval
CITY OF BROWNSVILLE

By: _____

Date: _____

APPROVED AS TO FORM
Alyssa J. Castillon
Assistant City Attorney

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 24, 2024

Sent Via Email: eric.delgado@nobletx.com

Eric Delgado
Noble Texas Builders
108 S. Main Street
La Feria, Tx 78559

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2024, through March 31, 2026, and may be subject to three possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 728-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

PROPOSER'S ACCEPTANCE AND AGREEMENT

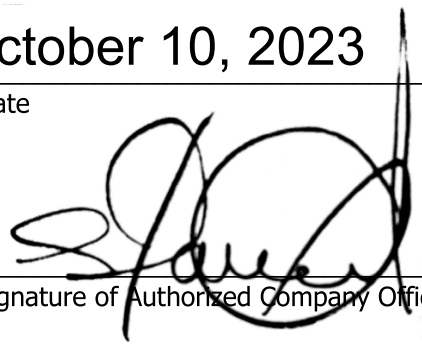
Proposal Invitation Name Job Order Contracting (RSMeans)	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 728-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2024, through March 31, 2026, with three possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Noble Texas Builders, LLC
Name of Proposing Company

October 10, 2023
Date

108 S. Main Street
Street Address


Signature of Authorized Company Official

La Feria, Texas 78559
City, State, Zip

Eric Delgado
Printed Name of Authorized Company Official

956-277-0708
Telephone Number of Authorized Company Official

Vice President, Building Solutions
Position or Title of Authorized Company Official

956-277-0705
Fax Number of Authorized Company Official

47-3035911
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: ED

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: ED

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: ED

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) 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 regulations or 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. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: ED

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☒ I certify that my company has been certified as a HUB in the following categories:

☒ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: 1473035911500

Name of Certifying Agency: The Texas Comptroller of Public Accounts

☐ My company has **NOT** been certified as a HUB.

Initial: ED

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: ED

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: ED

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: ED

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: ED

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information:_____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: ED

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** ED

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: ED

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: ED

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

---

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: ED

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Noble Texas Builders, LLC
Company Name

Signature of Authorized Company Official

Vice President, Building Solutions
Printed Name and Title

October 10, 2023
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:
Noble Texas Builders, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ■ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 47-3035911
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Noble Texas Builders, LLC.

2 usiness name disregarded entity name if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust estate

☒ Limited liability company. Enter the tax classification (C=C corporation S=S corporation P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number street and apt. or suite no.) See instructions.
108 S Main Street

6 City state and ZIP code
La Feria, TX 78559

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals this is generally your social security number (SSN). However for a resident alien sole proprietor or disregarded entity see the instructions for Part I later. For other entities it is your employer identification number (EIN). If you do not have a number see *How to get a TIN,* later.

Note: If the account is in more than one name see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	3	0	3	5	9	1	1

Part II Certification

Under penalties of perjury I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions item 2 does not apply. For mortgage interest paid acquisition or abandonment of secured property cancellation of debt contributions to an individual retirement arrangement (IRA) and generally payments other than interest and dividends you are not required to sign the certification but you must provide your correct TIN. See the instructions for Part II later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/9/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions such as legislation enacted after they were published go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN) individual taxpayer identification number (ITIN) adoption taxpayer identification number (ATIN) or employer identification number (EIN) to report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include but are not limited to the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends including those from stocks or mutual funds)
- Form 1099-MISC (various types of income prizes awards or gross proceeds)
- Form 1099- (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest) 1098-E (student loan interest) 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 323,745.54 . (The period of the 12-month period is Oct 2022 / Sep 2023 . In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	Y		
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 17% **Proposed Discount (%):** 17%

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of San Antonio	Guillermo Moya	210.207.2160	guillermo.moya@sanantonio.gov	17%	$771,211.00
2.	UT at San Antonio	Vladimir Andzic	210.219.9846	vladimir.andzic@utsa.edu	17%	$4,458,622.00
3.	Cameron County	Danny Villarreal	956-454-1378	danny.villarreal@co.cameron.tx.us	17%	$7,151,027.00
4.	McAllen ISD	Melissa Ortiz	956-587-1225	melissa.rodriguez@mcallenisd.net	17%	$15,918,619.00
5.	University of Houston	Hussain Alkinani	713-743-9966	halkinani@central.uh.edu	17%	$5,635,770.00

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

COMPANY PROFILE

/NobleTexasBuilders noble-texas-builders /NobleTxBuilders /NobleTexas

EXECUTIVE TEAM



Rene Capistran
President/CEO
rene.capistran@nobletx.com



Patrick Williams
Vice-Chairman of the Board
patrick.williams@nobletx.com



Alfredo Garcia Jr.
Vice President Corporate Client Group
alfredo.garcia@nobletx.com



Juan Delgado
Vice President Contractors Group
juan.delgado@nobletx.com



Eric Delgado
Vice President Building Solutions
eric.delgado@nobletx.com

Noble Employees: 118

CORPORATE OFFICE: 108 SOUTH MAIN STREET LA FERIA, TEXAS 78559 956-277-0708

SAN ANTONIO OFFICE: 1223 ARION PARKWAY, SUITE 132, SAN ANTONIO, TEXAS 78216 210-368-2886

HOUSTON OFFICE:
9000 SW FREEWAY, STE 330
HOUSTON, TX 77074
713-485-6238

OUR COMPANY

Noble Texas Builders provides general contracting, design-build, construction management, development, and facilities maintenance services designed to exceed the expectations of our clients. Headquartered in La Feria, Texas with offices in San Antonio and Houston, the company performs work for education, government, healthcare and retail sectors statewide. Noble Texas Builders is headed by partners Rene Capistran, President and CEO, Patrick Williams, Vice-Chairman of the Board, Alfredo Garcia Jr., VP Corporate Client Group, Juan Delgado, VP Contractors Group, and Eric Delgado, VP Building Solutions.

VISION

Noble builds secure, lifelong relationships, and together we build quality facilities that serve and empower our communities.

MISSION

Noble provides hands-on professional construction services with proactive solutions, delivering on a firm commitment to build quality facilities by an experienced and trusted team.

VALUES

TRUST- We operate with transparency and accountability within our team and with our partners, leading to a solid foundation of trust with our customers. Our community knows they can rely on us, with much of our success stemming from the respect we build together.

TEAM-We attract, develop and retain top-tier talent for our business, fostering a collaborative, fun environment conducive to our team's personal and professional growth. Every decision our team makes prioritizes the best interest of our customers.

COMMUNITY- We build a sense of belonging and unity that inspires our team to make a difference, immerse themselves into the fabric of our community. Our service goes beyond our work. We strengthen and empower our communities through volunteerism, charity, and educational advocacy.

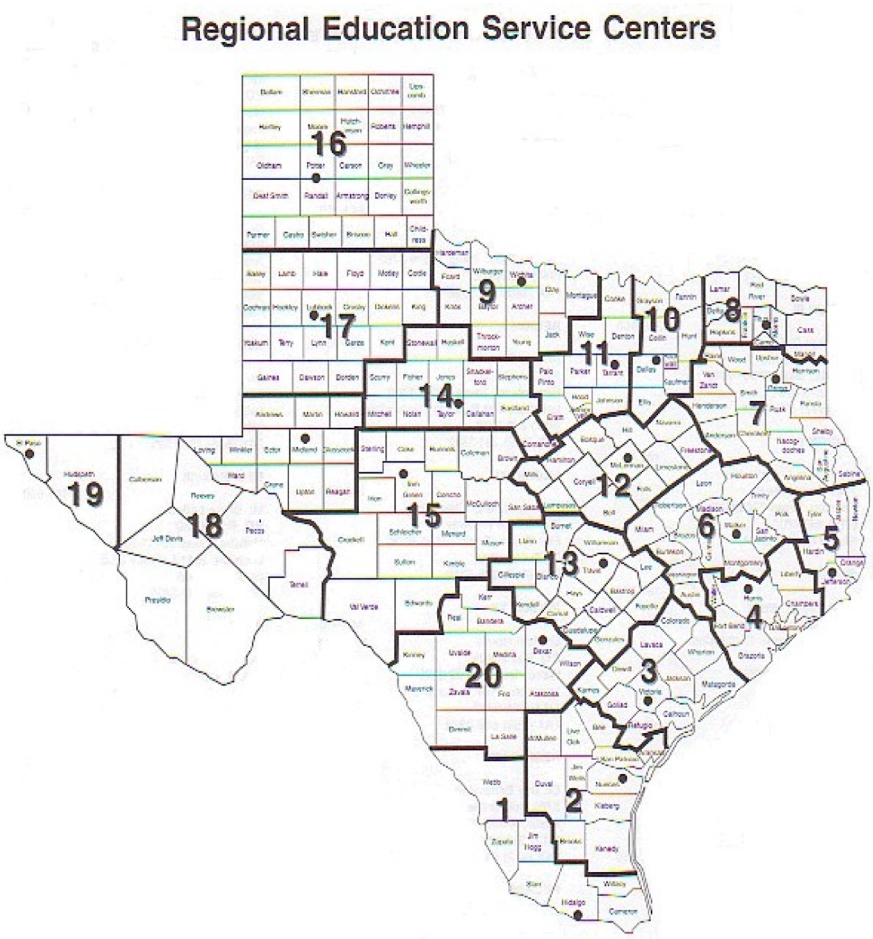


P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Noble Texas Builders, LLC	728-24
Name of Vendor	Proposal Invitation Number
	Eric Delgado
Signature of Authorized Company Official	Printed Name of Authorized Company Official

October 10, 2023

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
South Texas Noble Texas Builders, LLC	Jose Castro	108 S. Main St., La Feria, Texas 78559. 956-277-0708, jose.castro@nobletx.com
Houston, Texas Noble Texas Builders, LLC	Ricardo Colon	9000 SW Freeway, Ste 330, Houston, Texas 77074, 713-485-6238 ricardo.colon@nobletx.com
Central Texas Noble Texas Builders, LLC	Cuauhtemoc Torres	1223 Arion Pkwy, Ste 132, San Antonio, Texas 78216, 210-368-2886 cuauhtemoc.torres@nobletx.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Response submitted on attached pdf.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

Response submitted on attached pdf.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Response submitted on attached pdf.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

Response submitted on attached pdf.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Response submitted on attached pdf.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Response submitted on attached pdf.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Response submitted on attached pdf.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Response submitted on attached pdf.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Response submitted on attached pdf.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Response submitted on attached pdf.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Response submitted on attached pdf.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Response submitted on attached pdf.

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Response submitted on attached pdf.

BUY BOARD PROPOSAL NO. 728-24 FOR JOB ORDER CONTRACTING | OCTOBER 26, 2023



AGC Outstanding Construction Award, AGC Best of Build & ABC Eagle Award for Lila Cockrell Theater Roof Repairs & Mural Restoration

CORPORATE
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

CENTRAL TEXAS
1223 ARION PARKWAY, SUITE 132
SAN ANTONIO, TEXAS 78216

HOUSTON
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074

NOBLETX.COM

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Noble was founded in 2015 and has been in business for the past 8 years. Noble is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

Our success in completing multiple JOC projects within the last three years stands as a testament to the unwavering commitment and dedication of our team. With extensive experience in general contracting and the JOC industry, Noble takes immense pride in:

- Safety
- Commitment to the owner and making partners for life
- Being the best value
- Delivering project on schedule and within budget
- Proactiveness and continuous improvement



Noble offers JOC services to both small and large public entities across South Texas, including Austin, San Antonio, Houston, and Corpus Christi. Our diverse client portfolio includes:



DONNA ISD M. RIVAS INTERIOR RENOVATION



Project Description	Donna ISD M. Rivas Elementary underwent a transformative artistic renovation during the summer break. This project encompassed revitalizing the interior flooring, a complete school-wide painting, and the addition of a captivating crayon-themed design to the existing columns. Despite a strict deadline, the project was successfully completed, generating enthusiasm among both staff and students.
Project Manager	Andres Rojas
Type of Contract	JOC
Original Contract and Current Amount	$856,140
Suppliers	AAMECC GA-CO Intertech Flooring Night Lock South Texas Professional Paint
Owner	Donna ISD Luis Solis, Project Manager | 956-684-4252

HCISD VERNON- LANDSCAPING & IRRIGATION



Project Description	Vernon Phase 2 was a captivating endeavor aimed at enhancing the entrance to a century-old School of Language Arts within the Harlingen Consolidated Independent School District (CISD). Noble undertook this project, delivering a comprehensive transformation that included the installation of a state-of-the-art irrigation system, meticulously designed landscaping, dynamic exterior lighting, an iconic monument, an exquisite sculpture, and stately flagpoles. This initiative not only revitalized the school's entrance but also paid homage to its rich history and commitment to the arts.
Project Manager	Hector Ortega
Type of Contract	JOC
Original Contract and Current Amount	$287,021.00
Suppliers	Vista Verde Landscaping Pete's Electric Limon Masonry Intertech
Owner	Harlingen CISD Victor Gonzalez, Construction Project Manager | 956-427-3403

TEXAS A&M – SAN ANTONIO ENTRANCE GATEWAY



Project Description	Main entrance featuring 30 ft tall, 86 ft long archways signs that decorates the main entrance to Texas A&M San Antonio. The archways set off the beautiful "Torre de Esperanza" (The Tower of Dreams) standing proudly in the center of the gateway to the campus inspiring hope for generations to come.
Project Manager	Adolfo Tovar
Type of Contract	JOC
Original Contract and Current Amount	$1,368,749.00
Suppliers	Keystone Concrete DC Fabrication & Oilfeld Services Custom Masonry Corporation Marek Brothers Sure Seal Fast Signs DD Services JMI Contractors Enviornmental Allies, Inc Performance Mechanical
Owner	Texas A&M San Antonio Matt Henley | 976-456-7048 | mhenley@tamus.edu

LILA COCKRELL THEATRE RE ROOFING



AGC Texas Building Branch Best of Build and Outstanding Construction 1st Place Award
ABC Eagle Award

Project Description	The Lila Cockrell Theater Re-Roof project entailed the meticulous restoration of the roof of an iconic structure nestled along San Antonio's picturesque Riverwalk. The scope of work encompassed several critical tasks, including the demolition of the lower roof, comprehensive upgrades to the upper and lower gutter systems, the meticulous repair of existing concrete pilasters and ribbons, and a gentle soft wash of the iconic mural adorning the building. This endeavor required navigating complex logistics and coordination in a bustling urban environment. Setting up scaffolding over an aged existing roof structure, implementing a robust load transfer system, and managing the flow of traffic and congestion around the site were just a few of the hurdles successfully overcome. Ultimately, the restoration of the Lila Cockrell Theater's roof preserved both its historic significance and its role as a beloved landmark along the San Antonio Riverwalk.
Project Manager	Adolfo Tovar
Type of Contract	JOC
Original Contract and Current Amount	$532,198.07
Suppliers	TADCO Roofing Six Shooters Soft Wash
Owner	City of San Antonio Guillermo Moya | 210-207-8528 | Guillermo.Moya@sanantonio.gov

UNIVERSITY OF HOUSTON ATRIUM LIGHTING



Project Description	The University of Houston Atrium Lighting Project was a comprehensive endeavor aimed at modernizing the lighting infrastructure within the school of architecture. This initiative encompassed a lighting retrofit, which not only involved the replacement of outdated fixtures but also included essential patching and finishing work to ensure a seamless integration with the existing structure. The project posed a set of distinctive challenges due to its implementation within a functional building, demanding meticulous planning and execution to minimize disruptions to ongoing operations. The goal was to enhance the overall illumination quality, energy efficiency, and aesthetics of the school of architecture, all while maintaining uninterrupted functionality throughout the entire process.
Project Manager	Ricardo Colon
Type of Contract	JOC
Original Contract and Current Amount	$124,604.82
Suppliers	Jonmar Electric GM Specialties
Owner	University of Houston Hussain Alkinani | 713-743-9966 | Halkinani@Central.UH.EDU

UNIVERSITY OF HOUSTON ADA RAMP



Project Description	Our ADA Ramp and Facility Enhancement Project includes civil preparations for an ADA-compliant ramp installation, along with light landscaping and masonry improvements. The project's primary challenge is to meet an urgent project schedule due to an employee's immediate need for wheelchair access. This initiative reflects our commitment to accessibility, aesthetics, and the well-being of the campus facility.
Project Manager	Ricardo Colon
Type of Contract	JOC
Original Contract and Current Amount	$145,841
Suppliers	Tunnel Tech
Owner	University of Houston Hussain Alkinani | 713-743-9966 | Halkinani@Central.UH.EDU

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

At Noble, we believe that a significant factor contributing to our success is our capacity to collaborate closely with A/E firms, in addition to our experienced staff. Noble's commitment to excellence in collaboration, communication, and continuous improvement sets the foundation for our successful projects. Noble remains dedicated to delivering exceptional results that align with our clients' evolving needs.

Initial Project Meeting:

- Organize an initial gathering involving all members of the design team, the owner, and end users.
- Purpose: Establish a foundation of trust and define project expectations.

Collaboration with Design Team:

- Collaborate closely with the design team.
- Focus on safety, constructability, maintainability, and budget considerations.
- Acknowledge the pivotal role of this phase in project flow and overall success.
- Maintain continuous communication with the A/E team and the owner throughout construction.
- Promptly address design queries and eliminate project-related obstacles.

Lessons Learned Meeting:

- Hold a lessons learned meeting upon project completion.
- Objective: Drive continuous improvement and adjust.
- Alignment with evolving needs of our clients.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Noble's Building Solutions team self-performs work in the following divisions:

- Division 01 - Supervision
- Division 02 - Demolition
- Division 03 - Concrete
- Division 04 - Masonry
- Division 06 - Wood, Plastics and Composites
- Division 08 - Openings
- Division 09 - Finishes

This covers approximately 20% of the most common construction scopes. Noble will recommend conducting in-house services whenever it represents the best value proposition for the project and the owner.



6. Marketing Strategy: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.

If the Cooperative agrees to our proposal, Noble will make use of all of our accessible customer communication avenues to promote the Buy Board Cooperative. Noble marketing strategies are to include the following:

- Client education
- Identification of active users within our market
- Personalized email outreach to BuyBoard Cooperative members
- Creating printed materials (brochures, pamphlets)
- Providing online resources on the company's website
- Establishing a dedicated support team with BuyBoard experience
- Appointing dedicated Noble employees for communication with BuyBoard administrators

Noble's commitment to BuyBoard Cooperative members and our dedication to serving the unique needs of clients in the Cooperative construction industry are at the core of our approach. We believe that through clear communication, ongoing support, and a focus on delivering value to all stakeholders, we can ensure the successful utilization of this contract for the duration of its term. Our team is ready to assist, listen, and adapt to the evolving requirements of BuyBoard Cooperative members and we look forward to a productive and collaborative partnership.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Noble Texas Builders, nor its past or present owners, principal shareholders, or officers have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

Dun & Bradstreet #08-198-7095
D&B Rating is a 3A3
Financial Stress Class is a 3

Bonding Capacity
$37,500,000 Per Project
$135,000,000 Aggregate

NOBLE

Lone Star National Bank

October 19, 2023

To BuyBoard (Proposal)
P. O. Box 400
Austin, TX 78767

This letter is a verification that our valued client, Noble Texas Builders LLC has had their relationship with Lone Star National Bank since 2015. They consistently maintain high deposit account balances over seven figures across their accounts with no history of overdrafts or returned items. In addition to their strong deposit relationship, we've also extended a line of credit in seven figures to Noble Texas Builders. They've never needed to draw upon it, but it's available upon request. They have always paid as agreed on any outstanding debt. Noble Texas Builders LLC is a highly regarded and valued client of Lone Star National Bank.

Should you need further information, please let us know if we may provide you with any additional information.

Sincerely,

Louie Tijerina

Louie Tijerina
Senior Vice President
Business Relationship Manager
1901 N Ed Carey Dr, Suite 100
Harlingen, TX 78550
Phone (956) 365-5910

NOBLE

CNA SURETY

14100 San Pedro Ave., Suite 206, San Antonio Texas 78232

James Albright
Surety Director
Telephone: (210) 403-5225
james.albright@cna.com

September 29, 2023

Re: Noble Texas Builders, LLC

To Whom It May Concern,

We are providing this information at the request of Noble Texas Builders, LLC. CNA Surety (Continental Casualty Company) has been providing surety bonds for Noble Texas Builders, LLC since 2019. Noble Texas Builders, LLC, has a bonding capacity on a per project basis of $37,500,000 and an aggregate basis of $135,000,000. If requested, we would look favorably upon expanding this capacity.

We would favorably consider requests from Noble Texas Builders, LLC to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

Any arrangements for bonds requested by Noble Texas Builders, LLC, is a matter between Noble Texas Builders, LLC, and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

CNA Surety A.M. Best Company rating is "A" / Excellent and Standard & Poor's Company rating is A+ / Strong. Their Treasury Listing found in the U.S. Department of Treasury's list of acceptable sureties (Continental Casualty Company) is $786,901,000.

Noble Texas Builders, LLC, has demonstrated the highest level of quality and timely work within budget. We continue to be very confident in Noble Texas Builders, LLC's ability to perform and we highly recommend them for your favorable consideration.

Please feel free to contact us if you need any additional information.

Sincerely,

James Albright
CNA SURETY

NOBLE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

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

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

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	**CONTACT NAME:** Service Team **PHONE (A/C, No, Ext):** 214-989-7100 **FAX (A/C, No):** 210-696-8414 **E-MAIL ADDRESS:** service@ib-tx.com
INSURED NOBLTEX-01 Noble Texas Builders, LLC 108 S. Main Street La Feria TX 78559	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Amerisure Insurance Company — 19488 **INSURER B :** Endurance American Insurance Company — 10641 **INSURER C :** Nautilus Insurance Company — 17370 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1474955156 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			21232200001	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			21232190001	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CU 21232220001	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
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		21232230001	5/1/2023	5/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Excess Liability Professional/Pollution			EXC30036744400 CPP2032002-13	5/1/2023 5/1/2023	5/1/2024 5/1/2024	Each Occ/Agg Prof Each Claim Poll Each Occurrence	5,000,000 2,000,000 2,000,000

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

The General Liability, Auto Liability include blanket additional insured endorsement [CG7324 03/23, CA7118 11/09] as required in a written contract with the Named Insured. The General Liability, Auto Liability and Workers Compensation include a blanket waiver of subrogation endorsement [CG2404 12/19, CA7118 11/09, WC420304] as required in a written contract with the Named Insured. Primary Non-Contributory included on General Liability and Auto Liability [CG7324 03/23, CA7165 09/11]. Notice of cancellation to certificate holder as required by written contract on General Liability, Auto Liability, Workers Compensation [IL7066 07/14, IL7045 0507]. Umbrella is follow form of the General Liability and Auto policies subject to policy terms and conditions.

Project #72824 - Proposal No. 728-24 Job Order Contracting (RSMeans).

CERTIFICATE HOLDER

BuyBoard
P.O. Box 400
Austin, TX 78767

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Noble does not have any outstanding financial judgements and is not currently on default on any loan or financial agreements.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Noble has never defaulted, failed to complete, deliver work, or been terminated for any reason on a project.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Noble has no litigation or other legal proceedings brought against our firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees that have related or arisen form a contact similar to this contract or the work contemplated under this contract.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract

At Noble, we take pride in our work and hold ourselves to the highest quality standards, embracing a Kaizen culture of continues improvement. In order to always maintain quality and safety, Noble's policy that is to maintain constant supervision on all projects Noble has implemented a schedule-driven Quality Control Program that actively encourages participation from its Customers and key stakeholders including subcontractors.

Our Quality Control Program is an ongoing system that occurs throughout the construction process, not a start/stop activity. At final inspection, we aim to have zero items on your punch list. Our Quality Control philosophy centers on our company core values: Trust, Team & Community. We are committed to building relationships with our customers. Our Quality Program Assurance is developed around the principles of Total Quality Management.

The steps Noble has in place are:

- All major trades will participate in lean construction methods
- Arrange preinstallation meetings with Client and client stakeholders to identify any construction constraints and plan accordingly to minimize disruptions to client facilities during construction
- Arrange preinstallation meetings with subcontractors to discuss project requirements and execution
- Daily Reports of ongoing activities
- Daily Recordings of Noble Space to maintain proper documentation and facilitate access to owner and design team.
- Maintain Testing Log
- Verify all phasing sequencing is in compliance with master schedule
- Daily update of all logs: Submittal Logs, RFI Logs, Deficiency Logs, Non-Conformance Reports
- Establish and define project expectations
- Utilize BIM (Building Information Model) to coordinate all trades equipment installation, clash detection, and as-builts
- Conduct Daily, Weekly and Monthly meetings with subcontractors
- Conduct weekly scope review meeting
- Maintain a rolling punch list to correct deficiencies as they occur
- Quality control tests are performed to assure proper installation and functions
- Corrective measures taken immediately to rectify any negative test result
- Implement lean principles by establishing performance metrics and Key Performance Indicators (KPIs) to assess subcontractor performance
- Maintain open communication channels with subcontractors to address any quality-related concerns or issues promptly
- Capture lessons learned throughout the project and share knowledge for continuous improvement in future endeavors

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Continental Casualty Company
151 N. Franklin
Chicago, IL 60606

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Noble has no safety issues that have involved a vendor in the last three years related to the type of work contemplated under this contract. Please see attached experience modifier:

Experience Modification Rate (EMR)	
2023	.72
2022	.73
2021	.71

2023 National 1st Place Construction Safety Excellence Award

In recognition of our innovative and results-driven program, Noble was honored with the 2023 National 1st Place AGC Construction Safety Excellence Award (CSEA). Noble was founded with the intent of creating a culture of personal safety in which every team member has responsibility. An impeccable safety record, use of 360-degree-cameras on site and empowering every employee to take responsibility contributed to the judging panel selecting Noble over other general contractors across the US.

"Our job is to make sure that everybody goes home safe every single day. That includes all the subcontractors, suppliers, our clients, architects and just anybody who walks onto the site. We take safety very, very seriously." – Rene Capistran, President/CEO



NOBLE

"...Inspire Hope, Improve Lives, and Strengthen the Communities We Live In"

CORPORATE
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

CENTRAL TEXAS
1223 ARION PARKWAY, SUITE 132
SAN ANTONIO, TEXAS 78216

HOUSTON
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074



P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Noble Texas Builders, LLC

_____

Signature of Vendor Authorized Representative

Printed Name: Eric Delgado

Title: Vice President, Building Solutions

Date: October 10, 2023

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
☒ Reviewed/Completed: **Required Forms Checklist**
☐ Reviewed/Completed: **Proposal Specifications** with Coefficient Factor(s) *(complete in electronic proposal submission system)*

Noble Texas Builders Information

Address: 108 S. Main St
La Feria, TX 78559
Phone: (833) 423-1410
Web Address: nobletexasbuilders.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Daniel Delgado
Signature

eric.delgado@nobletx.com
Email

Submitted at 10/23/2023 04:02:33 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

BuyBoard_Proposal-no-728-24.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Coefficient Factor Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exception(s) to coefficient factor proposed for Job Order Contracting. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

Company Profile

CompanyProfile2023 (1).docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

Noble_W9_2023.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Addendum No. 1

_addendum-no-1-for-728-24.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 47-3035911

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☑ Minority Owned Business

7 Women Owned Business

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 **Certification Number**

Certification Number

1473035911500

10 **Name of Certifying Agency**

Certifying Agency

The Texas Comptroller of Public Accounts (CPA)

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Eric Delgado

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

eric.delgado@nobletx.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

108 S. Main Street

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

La Feria

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

Tx

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78559

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

956-277-0708

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.nobletx.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

eddie.garcia@nobletx.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Eddie Garcia

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

cuauhtemoc.torres@nobletx.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Cuauhtemoc Torres

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

eddie.garcia@nobletx.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Eddie Garcia

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

cuauhtemoc.torres@nobletx.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Cuauhtemoc Torres

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Noble Texas Builders, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Liane Rivera

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

108 S. Main Street

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

La Feria

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

Tx

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78559

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

956-277-0708

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

accounting@nobletx.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Noble Texas Builders, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☑ Region 1

77 **Region 2**

Region 2 - Corpus Christi

☑ Region 2

78 **Region 3**

Region 3 - Victoria

☑ Region 3

79 **Region 4**

Region 4 - Houston

☑ Region 4

80 **Region 5**

Region 5 - Beaumont

☑ Region 5

81 **Region 6**

Region 6 - Huntsville

☑ Region 6

82	**Region 7** Region 7 - Kilgore ☑ Region 7
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☑ Region 12
88	**Region 13** Region 13 - Austin ☑ Region 13
89	**Region 14** Region 14 - Abilene ☑ Region 14
90	**Region 15** Region 15 - San Angelo ☑ Region 15
91	**Region 16** Region 16 - Amarillo ☑ Region 16
92	**Region 17** Region 17 - Lubbock ☑ Region 17
93	**Region 18** Region 18 - Midland ☑ Region 18

94 **Region 19**

Region 19 - El Paso

☑ Region 19

95 **Region 20**

Region 20 - San Antonio

☑ Region 20

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Noble Texas Builders, LLC

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will not serve all states in the United States

99 **Alabama**

Alabama

☐ *Alabama*

100 **Alaska**

Alaska

☐ *Alaska*

101 **Arizona**

Arizona

☐ *Arizona*

102 **Arkansas**

Arkansas

☐ *Arkansas*

103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*

115	**Kansas** Kansas ☐ *Kansas*
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*

127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*

139	**South Carolina** South Carolina ☐ *South Carolina*
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

2 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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3 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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4 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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5 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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6 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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7 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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8 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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9 **Section I: REGIONAL (State of Texas)**

Texas Region 5 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section I: REGIONAL (State of Texas)

Texas Region 5 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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1
1

Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

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Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

18

Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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19

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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20

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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21

Section I: REGIONAL (State of Texas)

Texas Region 11 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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22

Section I: REGIONAL (State of Texas)

Texas Region 11Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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23

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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24

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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25

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

27

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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28

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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29

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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30

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

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33

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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34

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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35

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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36

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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37

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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38

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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39

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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40

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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41

Section II: NATIONAL (Other States)

Alabama Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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42

Section II: NATIONAL (Other States)

Alabama Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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43

Section II: NATIONAL (Other States)

Alaska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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44

Section II: NATIONAL (Other States)

Alaska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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45

Section II: NATIONAL (Other States)

Arizona Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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46

Section II: NATIONAL (Other States)

Arizona Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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47

Section II: NATIONAL (Other States)

Arkansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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48

Section II: NATIONAL (Other States)

Arkansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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49

Section II: NATIONAL (Other States)

California Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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50

Section II: NATIONAL (Other States)

California Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

51

Section II: NATIONAL (Other States)

Colorado Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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52

Section II: NATIONAL (Other States)

Colorado Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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53

Section II: NATIONAL (Other States)

Connecticut Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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54

Section II: NATIONAL (Other States)

Connecticut Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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55

Section II: NATIONAL (Other States)

Delaware Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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56

Section II: NATIONAL (Other States)

Delaware Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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57

Section II: NATIONAL (Other States)

District of Columbia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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58

Section II: NATIONAL (Other States)

District of Columbia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Florida Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

60

Section II: NATIONAL (Other States)

Florida Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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61

Section II: NATIONAL (Other States)

Georgia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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62

Section II: NATIONAL (Other States)

Georgia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Hawaii Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Hawaii Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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65

Section II: NATIONAL (Other States)

Idaho Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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66

Section II: NATIONAL (Other States)

Idaho Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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Section II: NATIONAL (Other States)

Illinois Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

68

Section II: NATIONAL (Other States)

Illinois Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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69

Section II: NATIONAL (Other States)

Indiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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70

Section II: NATIONAL (Other States)

Indiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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71

Section II: NATIONAL (Other States)

Iowa Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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72

Section II: NATIONAL (Other States)

Iowa Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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73

Section II: NATIONAL (Other States)

Kansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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74

Section II: NATIONAL (Other States)

Kansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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75

Section II: NATIONAL (Other States)

Kentucky Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

76

Section II: NATIONAL (Other States)

Kentucky Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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77

Section II: NATIONAL (Other States)

Louisiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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78

Section II: NATIONAL (Other States)

Louisiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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79

Section II: NATIONAL (Other States)

Maine Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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80

Section II: NATIONAL (Other States)

Maine Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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81

Section II: NATIONAL (Other States)

Maryland Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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82

Section II: NATIONAL (Other States)

Maryland Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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83

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

84

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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85

Section II: NATIONAL (Other States)

Michigan Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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86

Section II: NATIONAL (Other States)

Michigan Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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87

Section II: NATIONAL (Other States)

Minnesota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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88

Section II: NATIONAL (Other States)

Minnesota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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89

Section II: NATIONAL (Other States)

Mississippi Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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90

Section II: NATIONAL (Other States)

Mississippi Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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91

Section II: NATIONAL (Other States)

Missouri Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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92

Section II: NATIONAL (Other States)

Missouri Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

93

Section II: NATIONAL (Other States)

Montana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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94

Section II: NATIONAL (Other States)

Montana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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95

Section II: NATIONAL (Other States)

Nebraska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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96

Section II: NATIONAL (Other States)

Nebraska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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97

Section II: NATIONAL (Other States)

Nevada Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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98

Section II: NATIONAL (Other States)

Nevada Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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99

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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100

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

101

Section II: NATIONAL (Other States)

New Jersey Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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102

Section II: NATIONAL (Other States)

New Jersey Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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103

Section II: NATIONAL (Other States)

New Mexico Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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104

Section II: NATIONAL (Other States)

New Mexico Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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105

Section II: NATIONAL (Other States)

New York Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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106

Section II: NATIONAL (Other States)

New York Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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107

Section II: NATIONAL (Other States)

North Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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108

Section II: NATIONAL (Other States)

North Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

109

Section II: NATIONAL (Other States)

North Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

110

Section II: NATIONAL (Other States)

North Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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111

Section II: NATIONAL (Other States)

Ohio Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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112

Section II: NATIONAL (Other States)

Ohio Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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113

Section II: NATIONAL (Other States)

Oklahoma Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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114

Section II: NATIONAL (Other States)

Oklahoma Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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115

Section II: NATIONAL (Other States)

Oregon Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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116

Section II: NATIONAL (Other States)

Oregon Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

118

Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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119

Section II: NATIONAL (Other States)

Rhode Island Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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120

Section II: NATIONAL (Other States)

Rhode Island Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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121

Section II: NATIONAL (Other States)

South Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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122

Section II: NATIONAL (Other States)

South Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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1
2
3

Section II: NATIONAL (Other States)

South Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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124

Section II: NATIONAL (Other States)

South Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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125

Section II: NATIONAL (Other States)

Tennessee Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Tennessee Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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127

Section II: NATIONAL (Other States)

Utah Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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128

Section II: NATIONAL (Other States)

Utah Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Vermont Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Vermont Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Washington Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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4

Section II: NATIONAL (Other States)

Washington Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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135

Section II: NATIONAL (Other States)

West Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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136

Section II: NATIONAL (Other States)

West Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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137

Section II: NATIONAL (Other States)

Wisconsin Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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Section II: NATIONAL (Other States)

Wisconsin Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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Section II: NATIONAL (Other States)

Wyoming Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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Section II: NATIONAL (Other States)

Wyoming Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Response Total: $35.20

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 728-24
Job Order Contracting (RSMeans)

The following addendum is issued to Proposal Invitation No. 728-24, Job Order Contracting (RSMeans) and shall become a permanent part of the Proposal Invitation document.

The *Proposal Requirements for Job Order Contract – Unit Price Book and Proposer's Coefficient* section of the proposal invitation has been updated as referenced below.

PROGRAM REQUIREMENTS FOR JOB ORDER CONTRACT

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

Contractual unit prices for a Job Order Contract will be established by requiring Proposers to propose one or more coefficients or multipliers to be applied to a unit price book. For this Proposal Invitation, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book").

The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

After a contract award, each Job Order under the Contract will be broken down into individual tasks of work, and a total price will be developed based upon the Unit Price Book rate and the Proposer's Coefficient. The price of the work in a Job Order will be determined by multiplying the Unit Price Book rates for individual tasks of work listed in the Job Order by the Proposer's Coefficient.

For this proposal invitation, Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P"** costs column in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

For example, if the labor unit price for electrical installation of one hundred square feet of electrical conduit is $25.00 (after city cost adjustment) and the Proposer's Coefficient is 0.85, the Job Order price would be $21.25 ($25.00 x 0.85 = $21.25). Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Noble Texas Builders, LLC

Address: 108 S. Main St., La Feria, Texas 78559

Signature of Authorized Company Official: _____ Title: Vice President

Telephone Number: 956-277-0708 Date: 10/02/2023

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 16, 2026

Sent via email to: eddie.garcia@nobletx.com

Eddie Garcia
Noble Texas Builders
108 South Main Street
La Feria TX 78559

Re: Job Order Contracting (RSMeans)
BuyBoard Contract 728-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Job Order Contracting (RSMeans), Contract 728-24 effective 4/1/2024 through March 31, 2026, with three possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 www.buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services. [i] Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?
BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[ii] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[iii]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[iv] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[v] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[vi]

  - **Independent Testing**. If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[vii]

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Docusign Envelope ID: C192E053-12AD-80BD-81E7-1EEDAECC0AD3

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: DocuSigned by: Eric Delgado BA95EDAB139243B...

Printed Name: Eric Delgado

Title: Vice President

Date: 6/12/2026

Company Name: Noble Texas Builders

Phone: 956-277-0708

Email: Eric.delgado@nobletx.com

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.**

Noble Texas Builders, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

N/A

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

06/08/2026

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.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Docusign Envelope ID: C192E053-12AD-80BD-81E7-1EEDAECC0AD3

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: DocuSigned by: Eric Delgado BA95EDAB139243B...

Printed Name: Eric Delgado

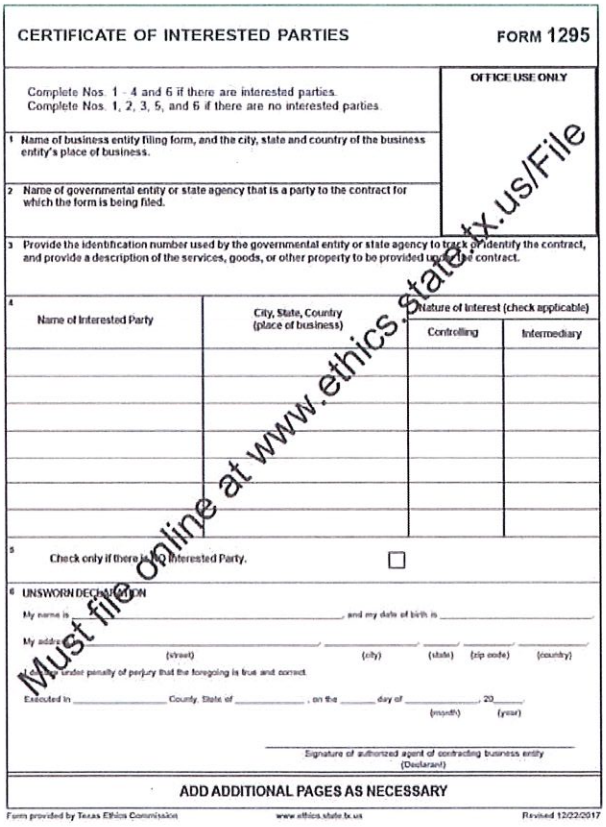
Title: Vice President

Date: 6/12/2026

Company Name: Noble Texas Builders

Phone: 956-277-0708

Email: Eric.delgado@nobletx.com



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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20____ (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1473864

Date Filed:
06/08/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Noble Texas Builders, LLC.
La Feria, 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 Brownsville

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.

257-26-PRK-CP
Morningside Park Field Renovations and Sports Park Irrigation Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Eric Delgado, and my date of birth is 12/01/1981.

My address is 108 S. Main St., La Feria (city), Tx. (state), 78559 (zip code), U.S.A. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 8th day of June (month), 20 26 (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:
2026-1473864

Date Filed:
06/08/2026

Date Acknowledged:
06/16/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Noble Texas Builders, LLC.
La Feria, 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 Brownsville

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.

257-26-PRK-CP
Morningside Park Field Renovations and Sports Park Irrigation Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Contract Summary Form
Contract Number 257-26-PRK-CP

Procurement Info	
Procurement Method:	**Cooperative - BuyBoard JOC 728-24**
New Contract:	**Yes ☒ No ☐**
Award Date:	**Tuesday, June 16, 2026**
Contractor	
Vendor Name:	Noble Texas Builders, LLC
Address:	108 S. Main St., La Feria, TX 78559
Point of Contact / Project Manager*:	Johnny Martinez
Email Address:	
City Contact Information	
Department:	**Parks and Recreation Department**
Point of Contact / Project Manager:	Roy Reyes,
Email Address:	Roy.Reyes@brownsvilletx.gov
Contract Term	
Contract Amount:	$457,709.00
Contract Base/Primary Term:	2.5 Months (approximately 75 calendar days)
Renewal Periods (if any):	N/A
Total Term of Contract:	2.5 Months
Important	
Maintenance, Payment & Performance Bonds	Upon City Commission Approval
Liquidated Damages	$500 per day
Notice to Proceed	Upon City Commission Approval, Receipt and Verification of the Bonds
Project Location	Morningside Park and Brownsville Sports Park
Budget Information	
State or Federal Funds:	**Yes ☐ No ☒**
GL Account:	**BCIC and IMF Funds:** 45-8025-8354-60 ($276,375.00 BCIC); 455-850-911 ($89,830.00 IMF); 45-8025-8354-73 ($91,504.00 BCIC)

CONTRACT FOR:
MORNINGSIDE PARK FIELD RENOVATIONS AND SPORTS PARK IRRIGATION IMPROVEMENTS

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	Noble Texas Builders, LLC 108 S. Main St., La Feria, TX 78559
for the following Project ("Project"):	#257-26-PRK-CP Morningside Park and Brownsville Sports Park 1207 S. Central Ave., Brownsville, TX 78521 1000 Sports Park Blvd., Brownsville, TX 78526

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following Exhibits:

A. This Agreement;
B. Proposal;
C. Drawings & Specifications for Field Renovations at Morningside Park;
D. General Conditions & Supplementary Conditions;
E. Special Conditions;
F. Certificates of Insurance;
G. Release of Liens;
H. Form 2 - Statement of Conflict of Interest
I. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)
J. Cooperative – BuyBoard JOC 728-24
K. Payment Bond; *(Upon City Commission Approval)*
L. Performance Bond; *(Upon City Commission Approval)*
M. Maintenance Bond; *(Upon City Commission Approval)*
N. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the

Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. **PROJECT**

The Project is the total construction renovations for which the Work performed under the Contract Documents may be the whole or a part and which may include construction renovations by the Owner and by Separate Contractors, and is generally defined as #: 257-26-PRK-CP

E. **CONTRACT PRICE; PAYMENT TERMS**

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **Four Hundred Fifty-Seven Thousand Seven Hundred Nine Dollars and Zero Cents ($457,709.00)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum allowable amount of change orders payable to the Project shall not exceed twenty-five percent (25%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. **CONTRACT TIME**

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within (2.5 months) 75 calendar days as identified in the proposal.

G. **LIQUIDATED DAMAGES**

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. **INDEMNIFICATION**

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT,

OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of

Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.
This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. TERMINATION

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

M. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT,

WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Noble Texas Builders, LLC Attn: 108 S. Main St., La Feria, TX 78559
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering 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.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in

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Section 808.001 of the Texas Government Code. ***By signing this* Agreement, *Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2026.

OWNER:	CONTRACTOR: DocuSigned by: Eric Delgado BA95EDAB139243B...
_____	_____
(Signature)	(Signature)
_____	Eric Delgado
Print Name:	Print Name:
City of Brownsville	

Approved as to Form:

_____
Will Trevino
City Attorney

JOC 728-24

May 21st, 2026

Roy Reyes
Special Projects Manager – Parks & Rec
Brownsville City Plaza
1034 E. Levee Street
Brownsville, TX 78520

25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING

Mr. Reyes
Noble Texas Builders is pleased to provide you with our proposal for **COB BCIC PARK PROJECTS** at **1207 S Central Ave, Brownsville, TX 78521** & **1000 Sports Park Blvd, Brownsville, TX 78526**. Below are Assumptions and Clarifications based on the information provided and contract documents **25025 COB BCIC PARK PROJECTS PARK FIELD REGRADING & COB SPORTS PARK IRRIGATION REPAIR** dated 09/05/2025.

BASE BID: $ 457,709.00

SOV - MORNINGSIDE & SPORTS PARK	TOTAL
BASEBALL FIELD (1)	148,577
SOCCER FIELD	133,705
KICKBALL FIELD	83,923
SPORTS PARK	91,504
Total:	**$ 457,709**

***Proposal is valid for thirty (45) business days**

CONSTRUCTION DOCUMENTS	
Inclusions	25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING G001 COVER - 09/05/25 G002 GENERAL NOTES - 09/05/25 C100 OVERVIEW - 09/05/25 C101 MORNINGSIDE PARK BASEBALL FIELDS EXISTING CONDITIONS - 09/05/25 C102 MORNINGSIDE PARK SOCCER FIELD EXISTING CONDITIONS - 09/05/25 C103 MORNINGSIDE PARK KICKBALL FIELD EXISTING CONDITIONS - 09/05/25 C201 BASEBALL FIELDS MIN. SUGGESTED EROSION CONTROL MEASURES - 09/05/25 C202 SOCCER FIELD MINIMUM SUGGESTED EROSION CONTROL MEASURES - 09/05/25 C203 KICKBALL FIELD MINIMUM SUGGESTED EROSION CONTROL MEASURES - 09/05/25 C301 MORNINGSIDE PARK BASEBALL FIELDS GRADING - 09/05/25 C302 MORNINGSIDE PARK SOCCER FIELD GRADING - 09/05/25 C303 MORNINGSIDE PARK KICKBALLL FIELD GRADING - 09/05/25 C401 GENERAL DETAILS - 09/05/25 C402 SPECIFICATIONS (1 OF 4) - 09/05/25 C403 SPECIFICATIONS (2 OF 4) - 09/05/25 C404 SPECIFICATIONS (3 OF 4) - 09/05/25 C405 SPECIFICATIONS (4 OF 4) - 09/05/25 C404 SPECIFICATIONS (3 OF 4) REV 1 – 09/24/25
GENERAL REQUIREMENTS	
Inclusions	• SUPERVISION • INSURANCE • PORTABLE RESTROOMS • UNIFORM GENERAL CONDITIONS • PROJECT ADMINISTRATION • PROJECT PLANNING SCHEDULING • PROJECT SAFETY REQUIREMENTS • PROJECT QUALITY CONTROL • STABILIZED CONSTRUCTION ENTRANCE/EXIT • TEMPORARY STORM WATER POLLUTION CONTROL • CLOSEOUT PROCEDURES • GENERAL COMMISSIONING REQUIREMENTS • **P&P BONDS - $ 7,866.00**
Assumptions / Exclusions	• CONSTRUCTION DURATION IS **2.5 MONTHS** • **BASE BID** IS NON-SEVERABLE AND REPRESENTS A UNIFIED PRICE FOR BOTH PARKS; INDIVIDUAL LINE ITEMS MAY NOT BE SEPARATED, REMOVED, OR USED FOR INDEPENDENT REPRICING • ASSUMING WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS • EXCLUDES TESTING AND INSPECTIONS (BY OWNER) • EXCLUDES TAXES AND PERMITS • EXCLUDES ANY UNFORESEEN UNDERGROUND CONDITIONS AND/OR WEATHER • EXCLUDES CHANGES IN SCOPE • EXCLUDES DELAYS FROM OWNER'S DIRECTION • EXCLUDES COMMUNICATION AND COORDINATION RESPONSE TIME BY OWNER • EXCLUDES ANY CHANGES FROM REVISED DRAWINGS DATED 09/05/25 • UPDATED DRAWINGS REFLECTING THE V.E. SCOPE AGREED UPON MUST BE PROVIDED PRIOR THE START OF PROJECT

EXISTING CONDITIONS	
Inclusions	• VERIFY EXISTING FLOW LINES, GRADE, & CONDITIONS FOR - **(1)** BASEBALL FIELD, 1 KICKBALL FIELD, 1 SOCCER FIELD AT MORNINGSIDE PARK • VERIFY EXISTING IRRIGATION SYSTEM FOR REPAIR ON (**1)** BASEBALL FIELD, 1 KICKBALL FIELD, 1 SOCCER FIELD AT MORNINGSIDE PARK • VERIFY EXISTING IRRIGATION SYSTEM AT BROWNSVILLE SPORTS COMPLEX • REMOVE/REINSTATED EXISTING FENCE FOR CONSTRUCTION ENTRANCE AND STAGING AREA • ALL LOW-LYING AREAS WITHIN PROJECT LIMITS SHALL BE FILLED AND GRADED
Assumptions / Exclusions	• EXCLUDES ANY EXISTING CONDITIONS DEVIATIONS FROM 25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING CONSTRUCTION DOCUMENTS • EXCLUDES REMOVAL, RELOCATION, OR PROTECTION OF UNKNOWN UTILITIES • EXCLUDES SURVEYING, STAKING, LAYOUT, AND BENHCMARKS (BY LICENSED SURVEYOR) • EXCLUDES REPLACEMENT OR CORRECTION OF EXISTING BENCHMARKS
EARTHWORK	
Inclusions	• RE-GRADING OF EXISTING **(1) EAST BASEBALL FIELD** (INFIELD) • RE-GRADING OF EXISTING **SOCCER FIELD** • RE-GRADING OF EXISTING **KICKBALL FIELD** • PROVIDE GRADING ON MISC. LOW SPOTS AT OUTFIELD • PROVIDE FLOW LINE • PROVIDE TOP OF SWALE • PROVIDE CONTOUR LINE • PROVIDE **(3)** STABILIZED CONSTRUCTION ENTRANCE & STAGING AREA • ALL LOW-LYING AREAS WITHIN THE PROJECT LIMITS SHALL BE FILLED AND GRADED - BACKFILL • PROVIDE COMPACTION 95% - EXISTING SOIL • PROVIDE HAUL OFF OF EXCESS MATERIAL • SKIM GRADE AS NEEDED
Assumptions / Exclusions	• EXCLUDES ANY EARTHWORK DEVIATIONS FROM 25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING CONSTRUCTION DOCUMENTS • EXCLUDES DEWATERING, PUMPING, OR GROUNDWATER CONTROL BEYOND SURFACE WATER FROM RAIN

EXTERIOR IMPROVEMENTS	
Inclusions	• FINE GRADE EXISTING TOPSOIL FOR SEEDING • PROVIDE SANDY LOAM TOPSOIL FOR NEW BERMUDA GRASS SOD INSTALL ON EAST BASEBALL INFIELD ONLY • PROVIDE INFIELD CLAY-MIX AS NEEDED • PROVIDE SKINNED INFIELD FINISH • REPAIRS TO EXISTING IRRIGATION SYSTEM FOR MORNINSIDE PARK (1-BASEBALL, 1-SOCCER, 1-KICKBALL FIELD) AND SPORTS PARK • INSTALLATION OF NEW IRRIGATION CONTROL COMPONENTS (SPORTS PARK) • INSTALLATION OF NEW IRRIGATION CONTROL COMPONENTS (MORNINGSIDE PARK) • PROVIDE IRRIGATION PLANS FOR ALL PARKS
Assumptions / Exclusions	• EXCLUDES ANY EXTERIOR IMPROVEMENTS DEVIATIONS FROM 25025 COB BCIC PARK PROJECTS MORNINGSIDE PARK FIELD RE-GRADING CONSTRUCTION DOCUMENTS • EXCLUDES TURFACE INFIELD MIX & CONDITIONER • EXCLUDES CLAY BRICKS • EXCLUDES RYE GRASS SEED (ADDITIONAL FEE IF NEEDED) • EXCLUDES DAMAGE TO SOD OR SEEDED AREAS DUE TO OVERUSE, FOOT TRAFFIC, OR UNAUTHORIZED ACCESS • EXCLUDES ANY FURNISHING OR INSTALLATION OF FIELD EQUIPMENT, INCLUDED BUT NOT LIMITED TO: BASES AND FIELD MARKINGS • EXCLUDES ELECTRICAL UPGRADES, TRANSFORMERS, METERS, OR SERVICE TO EXISTING CONTROLLERS • EXCLUDES SUBSCRIPTIONS & CELLULAR PLANS FOR CONTROL COMPONENTS • EXCLUDES ANY MOWING AND WATERING (BY OWNER)

Johnny Martinez
JOC Estimator

NOBLE TEXAS BUILDERS, LLC
108 S. Main St. La Feria TX, 78559
956.277.0708 (Ph) 956.277.0705 (Fax)
956.678.8981(Cell)
www.nobletx.com

Owner Approval
CITY OF BROWNSVILLE

By: _____

Date: _____

CONSTRUCTION PLANS
FOR

25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

BROWNSVILLE, TX
SEPTEMBER 2025

ENGINEER

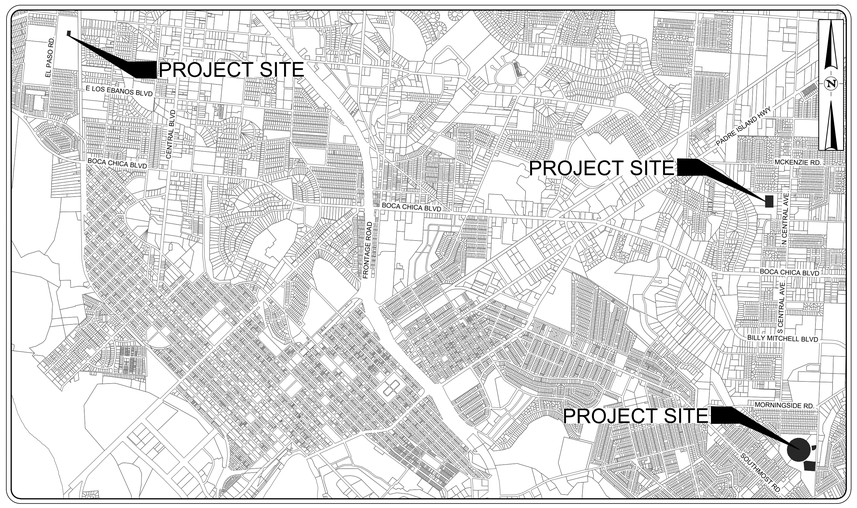
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SURVEYED DATE:

JUNE, 2025



PROJECT MAP
SCALE: 1:2000

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OWNER/CLIENT:

City of BROWNSVILLE On the Border By the Sea Texas

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STATE OF TEXAS — MARCO A. HERNANDEZ — 148967 — LICENSED PROFESSIONAL ENGINEER
9-5-25

DISCLAIMER:

THE SEAL(S) APPEARING ON THIS CONSTRUCTION SET WERE AUTHORIZED BY:
MARCO HERNANDEZ (148967),
NAME (NUMBER),
ON 9/5/2025.

ALTERATION OF SEALED DOCUMENTS WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:

HALFF ASSOCIATES, INC
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BROWNSVILLE, TEXAS 78521
FIRM / BUSINESS NO.: 312 STATE: TX

SUBMITTED FOR APPROVAL BY:

9/5/2025
ENGINEER OF RECORD

I, MARCO HERNANDEZ, PE, DO HEREBY CONFIRM THAT ANY NEW PUBLIC WORKS AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN, HAVE BEEN DESIGNED IN COMPLIANCE WITH THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF BROWNSVILLE,TX.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF BROWNSVILLE AND CAMERON COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK HERE IN SEALED BY THE DESIGN ENGINEER.

APPROVED BY:

NAME DATE

NAME DATE

AVO: 61953.002 DATE: SEPTEMBER, 2025

811 Know what's below. Call before you dig.

THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE "TEXAS 811" SYSTEM AT 1-800-344-8377 (DIG TESS) 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR-DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

G001

GENERAL CONSTRUCTION NOTES:

1. ALL MATERIALS, WORKMANSHIP AND IMPROVEMENTS SHALL BE IN ACCORDANCE WITH ALL LOCAL CODES, INCLUDING THE STANDARD CONSTRUCTION DETAILS AND TECHNICAL SPECIFICATIONS FROM THE CITY OF BROWNSVILLE , TEXAS DEPARTMENT OF TRANSPORTATION AND ALL OTHER GOVERNING AGENCIES.

2. PRIOR TO BEGINNING CONSTRUCTION, THE OWNER OR HIS AUTHORIZED REPRESENTATIVE SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE BETWEEN THE CONSULTING ENGINEER, CONTRACTOR, CITY OF BROWNSVILLE, BROWNSVILLE PUB AND ALL AFFECTED PARTIES.

3. PRE-CONSTRUCTION PHOTOGRAPHS SHALL BE TAKEN ACCORDING TO ALL SPECIFICATIONS - PHOTOGRAPHIC DOCUMENTATION THAT SHOW EXISTING CONDITIONS OF THE SITE AND ADJOINING STRUCTURES TO REMAIN. PHOTOS SHALL INCLUDE DAMAGE TO FINISH SURFACES THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY DEMOLITION OPERATIONS. (NO SEPARATE PAY)

4. THE CONTRACTOR SHALL HAVE A PERSON ON CALL 24 HOURS A DAY TO ADDRESS CONSTRUCTION AREA MAINTENANCE ITEMS, TRAFFIC CONTROL, OR OTHER NEEDS NECESSARY FOR PUBLIC SAFETY. THIS PERSON SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR IN EMERGENCY CONDITIONS. THE PERSON SHALL BE STATIONED WITHIN 1/2 HOUR TRAVEL TIME FROM THE PROJECT SITE. THE PERSON SHALL BE IDENTIFIED IN WRITING PRIOR TO START OF CONSTRUCTION. THE ON-SITE REPRESENTATIVE SHALL HAVE ACCESS ALL EQUIPMENT AND MATERIAL AND HAVE FULL AUTHORITY NECESSARY TO CORRECT ANY PROBLEMS, DEFICIENCIES, OR EMERGENCIES WHICH MAY ARISE DURING NON-WORKING HOURS AND DURING THE ABSENCE OF THE SUPERINTENDENT.

5. STANDARD WORK HOURS: THE STANDARD WORK HOURS FOR THE OWNER IS 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. SHOULD THE CONTRACTOR ELECT TO WORK ON SATURDAY, SUNDAYS OR HOLIDAYS, HE SHALL BE RESPONSIBLE FOR PAYING OVERTIME CHARGES FOR THE OWNERS PERSONNEL INVOLVED. THESE CHARGES WILL BE AT COST AND WILL BE CALCULATED EITHER AT TIME AND A HALF OR DOUBLE TIME, AS APPLICABLE TO THE PARTICULAR DAY BEING WORKED. PRE-APPROVAL SHALL BE OBTAINED FROM THE ENGINEER OR ENGINEER'S REPRESENTATIVE BY COMPLETING AND SIGNING A OWNER'S FORM ENTITLED "CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION", PRIOR TO COMMENCING ANY OVERTIME WORK. ANY WORK DONE OUTSIDE THE STANDARD WORKDAY, WITHOUT PRIOR AUTHORIZATION, SHALL BE CONSIDERED UNDER UNAUTHORIZED WORK. THE CONTRACTOR IS REQUIRED TO PAY THE OVERTIME WAGES OF THE OWNER INSPECTORS THAT WORK OVERTIME MONDAYS THROUGH FRIDAYS AT TIME IN A HALF. THE CONTRACTOR IS RESPONSIBLE FOR THE OVERTIME WAGES OF THE ONWER INSPECTORS THAT WORK HOLIDAYS AT DOUBLE TIME. MINIMUM HOURS WILL BE BILLED TO CONTRACTOR FOR CALL OUTS OR FOR INSUFFICIENT NOTICE OF TWO (2) HOURS.

6. THE CONTRACTOR SHALL VERIFY ALL HORIZONTAL AND VERTICAL DIMENSIONS AND THE LOCATION OF EXISTING AND PROPOSED PROJECT ELEMENTS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN PLAN DIMENSIONS AND ACTUAL FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND OWNER. NO CONSTRUCTION ACTIVITY SHALL CONTINUE WITHOUT APPROVAL FROM THE OWNER.

7. ALL MATERIALS AND LABOR, WHETHER SPECIFICALLY INDICATED ON PLANS OR NOT, WHICH ARE NECESSARY FOR THE PROPER INSTALLATION AND FUNCTION OF THE SYSTEM SHALL BE FURNISHED BY THIS CONTRACTOR.

8. CONTRACTOR SHALL NOT PROCEED WITH ANY WORK INVOLVING A CHANGE IN PROJECT SCOPE, EQUIPMENT, MATERIALS OR COST WITHOUT FIRST HAVING OBTAINED ENGINEER'S AND/OR OWNER'S APPROVAL IN WRITING. IF APPROVAL HAS NOT BEEN OBTAINED IN WRITING PRIOR TO PROCEEDING WITH ANY CHANGE, CONTRACTOR WILL NOT BE REIMBURSED FOR SUCH CHANGE.

9. CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.

10. THE CONTRACTOR SHALL PLAN AND SEQUENCE ALL CONSTRUCTION ACTIVITY IN SUCH A MANNER THAT WILL PERMIT SAFE PEDESTRIAN AND VEHICULAR MOVEMENT.

11. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH TXDOT SPECIFICATIONS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH ALL SPECIFICATIONS FOR APPROVAL BY THE OWNER, PRIOR TO CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS. ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.

12. CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, SIGNALS, AND OTHER DEVICES, AS NEEDED FOR THE SAFETY OF THE PUBLIC AND WORKERS. (NO SEPARATE PAY)

13. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND EQUIPMENT.

14. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE COMPLETED STRUCTURES/DESIGN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND MEANS NECESSARY TO PROTECT PERSONS AND STRUCTURES DURING CONSTRUCTION. OBSERVATION BY THE ENGINEER OR THE OWNER DOES NOT INCLUDE REVIEW OF THESE MEASURES.

15. THESE PLANS, PREPARED BY HALFF , DO NOT EXTEND TO OR INCLUDE DESIGN OF SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF , REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE REGULAR SESSION.

16. CONTRACTOR SHALL PROVIDE A SEQUENCE OF WORK AND PERFORM ASSOCIATED GRADING THAT PROVIDES POSITIVE OUTFALLS AT ALL TIMES.

17. CONSTRUCTION STAKING AND SURVEYING SHALL BE PROVIDED BY THE CONTRACTOR AND AT CONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO BACK OF CURB OR, WHERE NO CURB EXISTS, TO EDGE OF PAVEMENT UNLESS SHOWN OTHERWISE. ALL UTILITY DIMENSIONS AND STATIONS/COORDINATES ARE TO CENTER OF THE STRUCTURE UNLESS SHOWN OTHERWISE.

18. CONTRACTOR TO COORDINATE WITH THE OWNER ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND OPERATION AND LOCATION OF EXISTING LINES.

19. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL CONSTRUCTION MATERIALS TESTING AND GENERAL INSPECTIONS. THE CONTRACTOR SHALL COORDINATE THROUGH THE OWNER'S DESIGNATED FIELD REPRESENTATIVE A MINIMUM OF 24-HOURS PRIOR TO TESTING OR INSPECTION. FAILURE TO BE PREPARED FOR TESTING MAY RESULT IN TRAVEL CHARGES. RE-TESTING WILL BE BORNE BY THE CONTRACTOR.

20. MATERIAL TESTING SHALL BE PROVIDED BY THE OWNER. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.

21. THE CONTRACTOR SHALL INSPECT ALL MATERIALS AT DELIVERY AND NOTIFY THE OWNER OF ANY DAMAGED OR QUESTIONABLE MATERIALS. ANY DAMAGED OR QUESTIONABLE MATERIAL INSTALLED WITHOUT PRIOR INSPECTION BY THE OWNER SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE.

22. THE CONTRACTOR SHALL COORDINATE ANY REQUIRED TEMPORARY RELOCATION OF MAILBOXES WITH THE BROWNSVILLE POSTMASTER. FINAL LOCATION SHALL BE IN ACCORDANCE WITH THE LOCAL POST OFFICE REQUIREMENTS AT CONTRACTOR'S EXPENSE.

23. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED. (NO SEPARATE PAY)

24. THE CONTRACTOR IS ENCOURAGED TO INSPECT AND DOCUMENT THE PRE-CONSTRUCTION CONDITION OF ALL PRIVATE DRIVEWAYS, MAILBOXES, PAVEMENT AREAS, SIDEWALKS, CURB AND GUTTER, FENCES AND ALL OTHER ITEMS TO BE AFFECTED BY PROPOSED CONSTRUCTION PRIOR TO COMMENCING.

25. ANY DAMAGE TO EXISTING PAVEMENT OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRECONSTRUCTION CONDITION OR BETTER AT CONTRACTOR'S EXPENSE. EXISTING STRUCTURES MAY INCLUDE BUT ARE NOT LIMITED TO INLETS, MANHOLES, POWER POLES, SIDEWALKS, CURB AND GUTTER, FENCES, SPRINKLER SYSTEMS, LAWNS OR PRIVATE PROPERTY IMPROVEMENTS.

26. NO TREES SHALL BE REMOVED WITHOUT PERMISSION OF THE OWNER OR ENGINEER, UNLESS OTHERWISE NOTED.

27. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.

28. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.

29. INFORMATION ON EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

30. ALL WORK SHALL BE PERFORMED WITHIN THE OWNER'S RIGHT-OF-WAY, EASEMENTS OR ON PUBLIC-OWNED PROPERTY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION TO USE PRIVATE PROPERTY, IF NECESSARY, FOR THE PURPOSES OF STAGING, STOCKPILE, STORAGE OR REFUSE AREAS. THE CONTRACTOR SHALL PROVIDE WRITTEN EVIDENCE TO THE OWNER PRIOR TO USE.

31. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENTS OR BUSINESS OWNERS OF CONSTRUCTION ACTIVITY THROUGH THE USE OF BILINGUAL (ENGLISH AND SPANISH) DOOR TAGS, PAMPHLETS OR SIMILAR METHODS. ALL AFFECTED PARTIES MUST BE NOTIFIED A MINIMUM OF 48-HOURS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE A SAMPLE OF THE NOTIFICATION TO THE OWNER PRIOR TO IMPLEMENTATION.

32. CONTRACTOR TO ENSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.

33. THE CONTRACTOR SHALL DO ALL NECESSARY CLEARING, EXCAVATION, TRENCHING, SHORING, DE-WATERING, DEMOLITION, GRADING, BACKFILLING, ETC. TO COMPLETE THE PROJECT. ASSOCIATED COSTS SHALL BE SUBSIDIARY TO THE RESPECTIVE BID ITEMS AS IDENTIFIED IN THE CONTRACT UNLESS NOTED OTHERWISE.

34. THE CONTRACTOR SHALL PROVIDE A GROUNDWATER CONTROL PLAN FOR APPROVAL BY THE OWNER PRIOR TO CONSTRUCTION. THE PLAN SHALL BE DEVELOPED, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND OUTLINE THE CONTRACTOR'S MEANS AND METHODS FOR CONTROLLING GROUNWATER INCLUDING THE LOCATION OF ALL PROPOSED GROUNDWATER MONITORING WELLS FOR VERIFICATION PRIOR TO BEGINNING EXCAVATION FOR THE CONTRACTOR'S PROPOSED EXCAVATION SAFETY SYSTEM. ADEQUACY AND IMPLEMENTATION OF THE PLAN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER RESERVES THE RIGHT TO REJECT PLANS. THE GROUNDWATER CONTROL PLAN WILL BE MAINTAINED IN THE OWNER'S REPRESENTATIVE FILES FOR REFERENCE PURPOSES ONLY. NO REVIEW WILL BE MADE NOR IS ANY RESPONSIBILITY FOR THE PLAN ASSUMED BY THE OWNER OR THE OWNER'S REPRESENTATIVES. (NO SEPARATE PAY)

35. THE CONTRACTOR SHALL PROVIDE AN EMERGENCY PLAN, IN CASE OF A LARGE RAIN EVENT OR OTHER IMPACTFUL EVENT, FOR APPROVAL BY THE OWNER PRIOR TO CONSTRUCTION. THE PLAN SHALL BE DEVELOPED, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. ADEQUACY AND IMPLEMENTATION OF THE PLAN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER RESERVES THE RIGHT TO REJECT THE PLANS. (NO SEPARATE PAY)

36. ALL COMPACTION SHALL BE ACHIEVED BY MECHANICAL METHODS. NO WATER JETTING ALLOWED, UNLESS APPROVED BY THE OWNER.

37. ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY THE CONTRACTOR IN A LEGAL MANNER. FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT CONTRACTOR'S EXPENSE.

38. DEMOLITION, REMOVAL AND DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.

39. THE CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA AS CLEAN AS POSSIBLE. ALL ASSOCIATED DEBRIS SHALL BE COLLECTED AND PROPERLY DISPOSED OF AT THE END OF EACH WORKDAY.

40. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO ENSURE NO AREAS OF PONDING ARE PRESENT.

41. CONCRETE NOTES:

    A. ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
    B. ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
    C. ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
    D. ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.
    E. ALL CONCRETE USED FOR CURB AND GUTTER, CONCRETE PAVEMENT, DRIVEWAYS, SIDEWALKS AND OTHER FLAT WORK SHALL CONTAIN A MINIMUM OF 1.5 POUNDS OF FIBER MESH PER CUBIC YARD.
    F. ALL EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH CURING COMPOUND RESIN BASE ASTM C 309 TYPE 2 WITH PIGMENTED TINT OF FUGITIVE DYE.
    G. EXPANSION JOINTS WILL BE PLACED AT CURB RETURNS, INLETS AND AT THE END OF EACH POUR WITH INTERVALS NOT TO EXCEED 40 FT. JOINTS SHALL CONSIST OF 1/2" PRE-MOLDED EXPANSION JOINT MATERIAL WITH 3, 36" X 1/2" DOWELS, ONE END GREASED AND WRAPPED. CARE MUST BE TAKEN THAT DOWELS ARE STRAIGHT AND LAID PARALLEL WITH CURB AND NO CONCRETE PLUGS OR OTHER MATERIAL BE ALLOWED THROUGH THE DOWEL HOLES OR EXPANSION MATERIAL WHICH WOULD PREVENT THE JOINT FROM OPERATION AS AN EXPANSION JOINT. EXPANSION JOINT MATERIALS SHALL BE PRE-MOLDED ASPHALT IMPREGNATED EXPANSION JOINT MATERIAL CONFORMING WITH ASTM D 994 (NOT WOOD FIBER TYPE).
    H. CONTRACTION (DUMMY, SAWED OR GROVED) JOINTS SHALL BE 2" DEEP AND PLACED AT MAXIMUM OF 10-FOOT INTERVALS.
    I. WHEN CONNECTING TO EXISTING CURB AND GUTTER, THE CONTRACTOR SHALL DRILL AND DOWEL TWO #6 X 16" TIE BARS A MINIMUM OF 6-INCHES DEEP INTO THE EXISTING CURB AND GUTTER SECTION.

42. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL FIELD CHANGES AND FURNISHING A LEGIBLE SET OF "AS-BUILT" DRAWINGS TO THE OWNER.

43. WHEN INSTALLING ANY MANUFACTURED PRODUCT, THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDED INSTALLATION DIRECTIONS. IF ANY CONFLICTS OR DISCREPANCIES BETWEEN MANUFACTURER'S DIRECTIONS AND THE CONTRACT DOCUMENTS ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING AND SHALL NOT PERFORM ANY WORK ON ANY ITEM UNTIL SUCH CONFLICT HAS BEEN RESOLVED IN WRITING.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL OBTAIN A SWPPP PERMIT AND POST IT AT THE CONSTRUCTION SITE, IN ACCORDANCE WITH SPECIFICATION 01 57 13 TEMPORARY EROSION AND SEDIMENTATION CONTROL AND 01 57 23 - TDPES REQUIREMENTS, PRIOR TO CONSTRUCTION.

2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING ANY EARTH DISTURBING ACTIVITY.

3. ALL EFFORTS SHALL BE MADE TO CONTAIN DISTURBED SOILS WITHIN THE EXTENTS OF PERIMETER EROSION AND SEDIMENT CONTROL MEASURES.

4. THE CONTRACTOR SHALL SEQUENCE ALL CONSTRUCTION IN SUCH A MANNER AS TO MINIMIZE THE AMOUNT AND EXTENTS OF DISTURBED EARTH.

5. A STABILIZED CONSTRUCTION EXIT IS REQUIRED AT ALL POINTS OF DESIGNATED EGRESS FROM THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION(S) UNLESS OTHERWISE NOTED ON THE PLANS. THE LOCATION(S) OF THE STABILIZED CONSTRUCTION EXIT(S) MAY BE MODIFIED WITH RESPECT TO THE SEQUENCE OF CONSTRUCTION.

6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY MAINTAINED DURING THE COURSE OF THEIR INTENDED USE.

7. ALL STAGING, MATERIAL STORAGE, STOCKPILE AND REFUSE AREAS SHALL REQUIRE APPLICABLE EROSION AND SEDIMENT CONTROL MEASURES.

8. ALL CONSTRUCTION DEBRIS SHALL BE CONTAINED WITHIN APPROPRIATE RECEPTACLES (ROLL-OFF CONTAINERS, DUMPSTERS, TRASH CANS, WIRE-MESH CAGES, ETC.) AND CONFINED WITHIN PERIMETER EROSION AND SEDIMENT CONTROLS.

9. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL REMAIN IN PLACE DURING THE COURSE OF EARTH DISTURBING ACTIVITY AND UNTIL FINAL STABILIZATION IS ACHIEVED. STRUCTURAL MEASURES MAY BE REMOVED ONLY UPON FINAL PROJECT ACCEPTANCE BY THE OWNER OR AS DIRECTED BY THE OWNER.

10. PERMANENT STABILIZATION SHALL BEGIN AS SOON AS PRACTICABLE OR AS DIRECTED BY THE OWNER.

11. DUST CONTROL SHALL BE IMPLEMENTED AS NECESSARY OR AS DIRECTED BY THE OWNER. DUST CONTROL MAY CONSIST OF WATERING OR OTHER METHODS APPROVED BY THE OWNER. DUST CONTROL AND ASSOCIATED WATERING OR OTHER METHOD SHALL BE SUBSIDIARY TO THE EROSION CONTROL BID ITEM IN THE UNIT PRICE SCHEDULE.

12. TRACKED DEBRIS SHALL BE SWEPT AT THE END OF EACH WORKDAY OR AS DIRECTED BY THE OWNER.

13. ALL DISCHARGES ASSOCIATED WITH DEWATERING OPERATIONS SHALL IMPLEMENT APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES. MEASURES MAY INCLUDE BUT ARE NOT LIMITED TO SEDIMENTATION BASINS OR FILTER SOCKS.

14. CONCRETE WASH-WATER SHALL NOT BE DISCHARGED DIRECTLY INTO A STORM SEWER SYSTEM OR RECEIVING STREAM. ALL WASH ACTIVITIES MUST BE PERFORMED WITHIN THE EXTENTS OF ESTABLISHED EROSION AND SEDIMENT CONTROL MEASURES OR DESIGNATED AREAS APPROVED BY THE OWNER.

15. SEDIMENT SHALL BE CLEARED FROM ALL STORM SEWER PIPES, CULVERTS AND APPURTENANCES WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO FINAL PROJECT ACCEPTANCE. SEDIMENT SHALL BE PROPERLY DISPOSED.

16. STAGING, STOCKPILE AND EQUIPMENT STORAGE AREAS SHALL NOT BE LOCATED WITHIN THE EXTENTS OF ANY TREE DRIPLINES.

PAVING CONSTRUCTION NOTES:

1. HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH ALL SPECIFICATIONS

2. SUBGRADE EXCAVATION AND COMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "PAVEMENT BID ITEMS."

3. CONTRACTOR TO SHAPE, FILL, GRADE AND COMPACT TO ENSURE PROPER DRAINAGE.

4. ALL PAVEMENTS SHALL BE NEATLY SAW-CUT PARALLEL OR PERPENDICULAR TO THE PAVEMENT EDGE (NO ANGLED SAW CUTS). DAMAGE TO PAVEMENT BEYOND THE EXTENTS OF CONSTRUCTION LIMITS AS A RESULT OF FAILURE TO PROPERLY SAW-CUT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
5. CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.

6. NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS, OR UNTIL THE PAVEMENT HAS COOLED TO NO LESS THAN 160°F, AFTER COMPLETION OF ROLLING.
7. ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACKFILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION AT CONTRACTOR'S EXPENSE.

8. HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPROPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225 DEGREES FAHRENHEIT.
9. CONTRACTOR TO REPLACE ALL PAVEMENT MARKINGS AND MARKERS THAT WERE REMOVED, DEMOLISHED, OR DAMAGED DURING CONSTRUCTION. (NO SEPARATE PAY)

10. CONTRACTOR SHALL "LAY DOWN" CURB SECTION AT DRIVEWAY LOCATIONS SHOWN ON DRAWINGS. CONTRACTOR SHALL BE REQUIRED TO GRADE FROM EXISTING DRIVES AND PARKING AREAS TO MATCH GRADES AND ALLOW SMOOTH TRANSITIONS AND PROPER DRAINAGE. (NO SEPARATE PAY)

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STATE OF TEXAS
MARCO A. HERNANDEZ
148967
LICENSED
PROFESSIONAL ENGINEER
9-5-25

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:

MARCO A. HERNANDEZ
P.E. # 148967 ON 9/05/2025.

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:

HALFF ASSOCIATES, INC.
1075 PAREDES LINE RD. SUITE B
BROWNSVILLE, TEXAS 78521
TBPELS ENGINEERING FIRM #F-312

25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

GENERAL NOTES

Sheet Number

G002

Project Status:

100% CONSTRUCTION DOCUMENTS

halff
1075 PAREDES LINE RD., SUITE B
BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100



0 30 60 120

SCALE IN FEET

LEGEND

- EXISTING CHAINLINK FENCE LINE
- EXISTING WOOD FENCE LINE
- EXISTING TREELINE
- EXISTING TOP OF DITCH LINE
- EX TOE — EXISTING TOE
- SD — EXISTING STORM DRAIN
- EXISTING FLOW LINE
- PROPOSED FLOW LINE
- PROPOSED TOP OF SWALE
- LIMITS OF GRADING
- XX.X — EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- EXISTING ASPHALT PAVEMENT
- EXISTING INFIELD SAND
- EXISTING INFIELD GRASS
- EXISTING CONCRETE
- EXISTING BLEACHERS
- EXISTING DUGOUT

PROPOSED BERMUDA GRASS SOD, BASE BID:
SOD, COMMON BERMUDA GRASS SOD. PROVIDE A MINIMUM OF 4" OF SANDY LOAM TOPSOIL IN ALL AREAS TO RECEIVE SOD, PREPARE A FIRM, CLEAN SEEDBED AND ROLL OR PACK THE SOIL SO FOOTPRINTS SINK NO MORE THAN 1/2" DEEP. INSTALL SOLID COVERAGE IN AREAS AS SHOWN ON THE PLANS, WITH RIPARIAN RECOVERY MIX AS PROVIDED BY NATIVE AMERICAN SEED, BROADCAST ON TOP OF THE SOD AT A RATE OF 18 LBS PLS PER ACRE. ALL SOD SHALL BE ROLLED AFTER INSTALLATION AND IMMEDIATELY IRRIGATED. SOD SHALL BE INSTALLED THE SAME DAY IT IS DELIVERED ONSITE AND SHALL BE INSTALLED ONSITE NO MORE THAN THREE (3) DAYS AFTER IT IS CUT.

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NOTES:

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3. ALL LOW-LYING AREAS WITHIN THE PROJECT LIMITS SHALL BE FILLED AND GRADED TO ENSURE POSITIVE DRAINAGE.

CONTROL POINTS

POINT NO.	DESCRIPTION	ELEVATION	NORTHING	EASTING
100	5/8" SIR W/TP CAP	26.41	16490462.03	1330394.43
101	5/8" SIR W/TP CAP	28.29	16489787.80	1330451.14
102	5/8" SIR W/TP CAP	28.51	16489869.14	1331086.97
103	5/8" SIR W/TP CAP	27.38	16490499.34	1330960.46

halff
1075 PAREDES LINE RD., SUITE B
BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100

ERO ARCHITECTS
135 PASEO DEL PRADO STE 33
EDINBURG TX 78539
GOERO.COM

STATE OF TEXAS
MARCO A. HERNANDEZ
148967
LICENSED
PROFESSIONAL ENGINEER
9-5-25

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:

MARCO A. HERNANDEZ
P.E. # 148967 ON 9/05/2025.

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BROWNSVILLE, TEXAS 78521
TBPELS ENGINEERING FIRM #F-312

25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

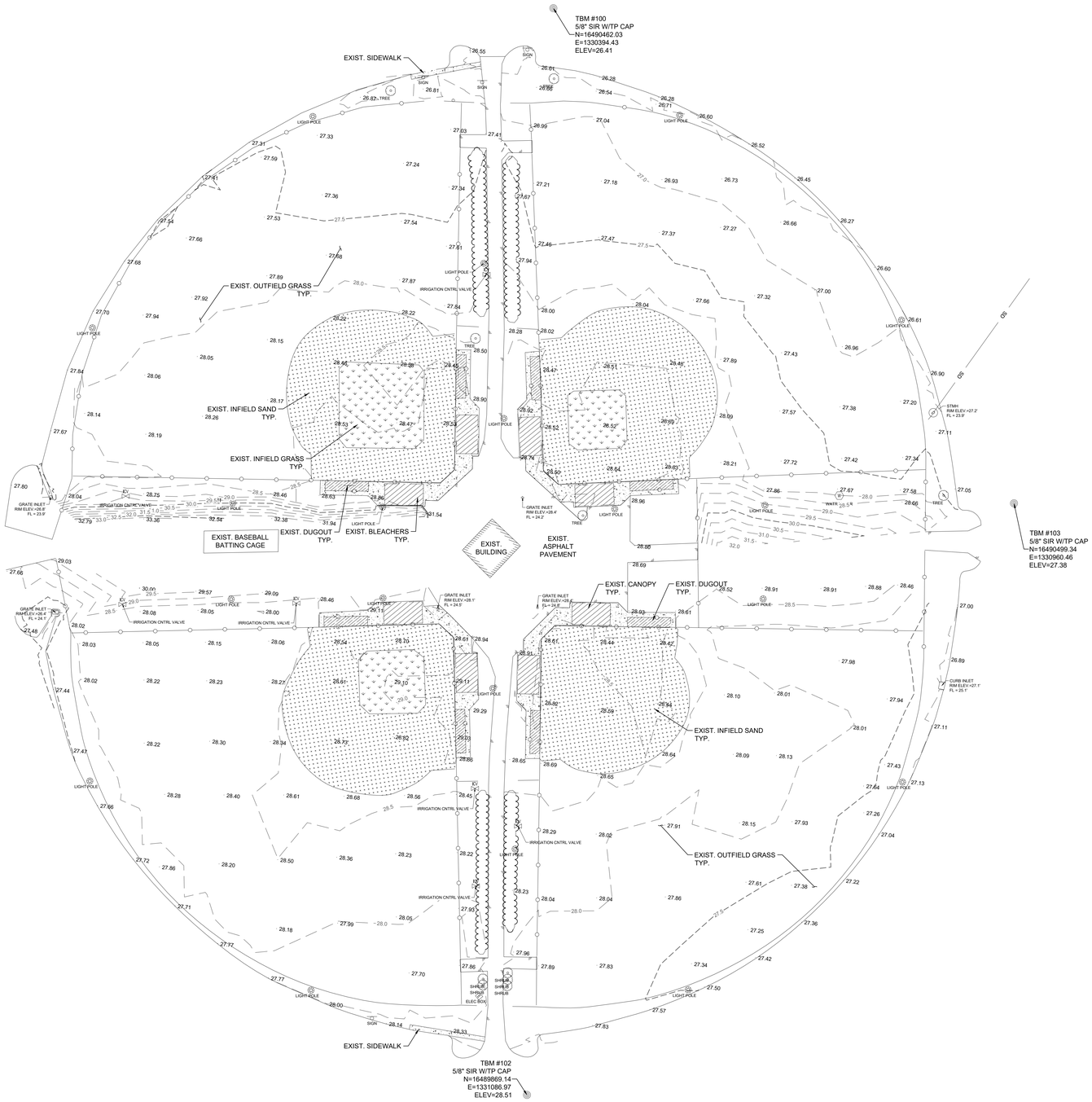
OVERVIEW

Sheet Number

C100

Project Status:

100% CONSTRUCTION DOCUMENTS



0 20 40 80
SCALE IN FEET

LEGEND

- EXISTING CHAINLINK FENCE LINE
- EXISTING WOOD FENCE LINE
- EXISTING TREELINE
- EXISTING TOP OF DITCH LINE
- EX TOE — EXISTING TOE
- SD — EXISTING STORM DRAIN
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- EXISTING BLEACHERS
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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

MORNINGSIDE PARK
BASEBALL FIELDS
EXISTING CONDITIONS

Sheet Number

C101

Project Status:

100% CONSTRUCTION DOCUMENTS

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1075 PAREDES LINE RD., SUITE B
BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100



LEGEND

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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

MORNINGSIDE PARK
SOCCER FIELD
EXISTING CONDITIONS

Sheet Number

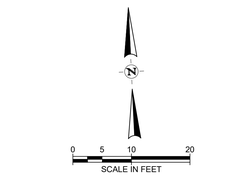
C102

Project Status:

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BROWNSVILLE, TEXAS 78521-2096
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LEGEND

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ERO ARCHITECTS

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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

MORNINGSIDE PARK
KICKBALL FIELD
EXISTING CONDITIONS

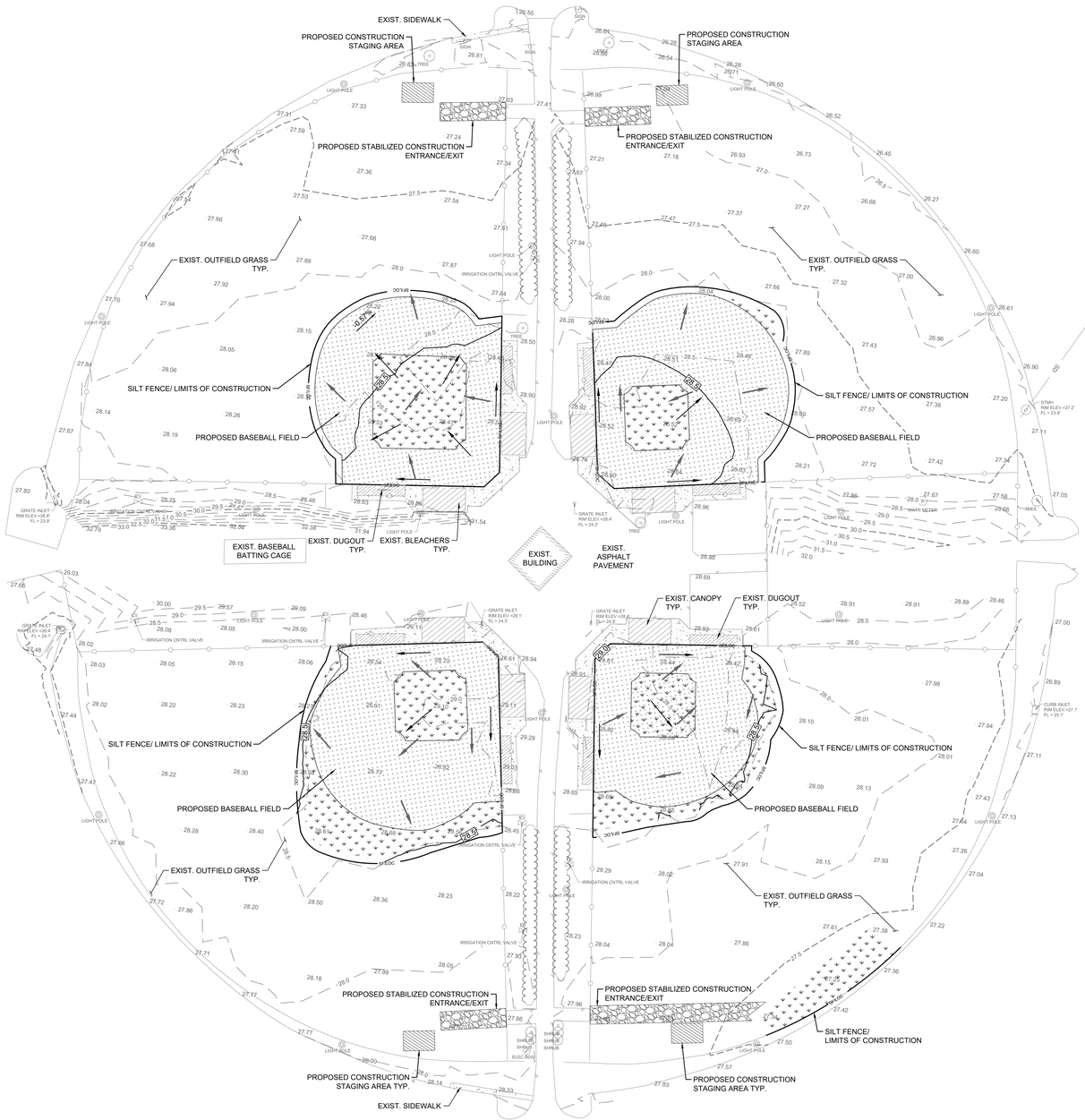
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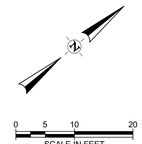
C103

Project Status:

100% CONSTRUCTION DOCUMENTS

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BROWNSVILLE, TEXAS 78521-2096
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LEGEND

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- PROPOSED FLOW
- EXISTING FLOW

NOTES:

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5. THE STORM WATER POLLUTION PREVENTION PLAN SHALL REMAIN IN EFFECT AND BE ACTIVELY MAINTAINED UNTIL A MINIMUM OF 70% OF VEGETATION GROUND COVER (GRASS ESTABLISHMENT) HAS BEEN ACHIEVED AND STABILIZED ACROSS ALL DISTURBED AREAS OF THE PROJECT SITE.

ERO ARCHITECTS
135 PASEO DEL PRADO STE 33
EDINBURG TX 78539
GOERO.COM

STATE OF TEXAS
MARCO A. HERNANDEZ
148967
LICENSED
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TBPELS ENGINEERING FIRM #F-312

25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

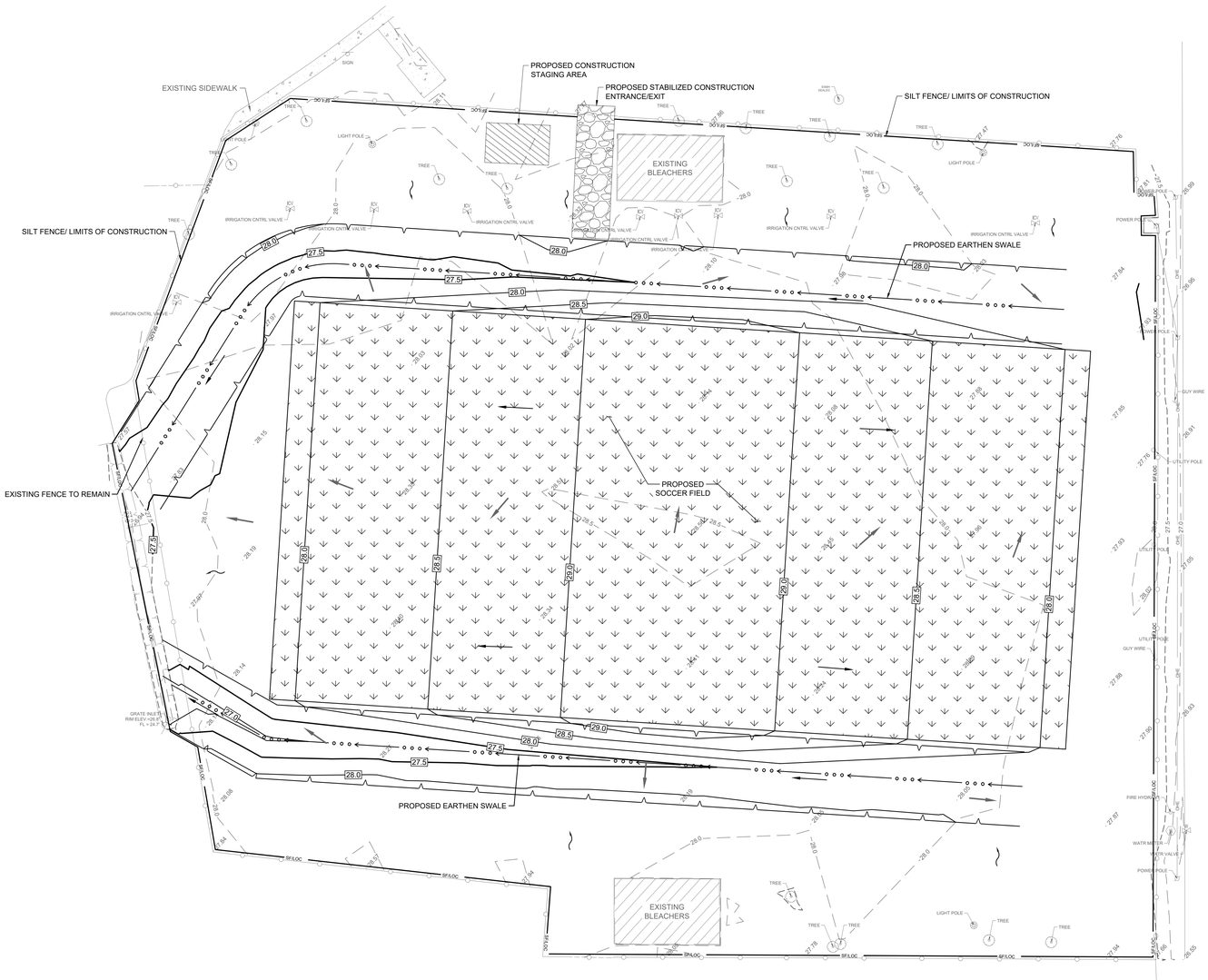
PROJECT No.: 61953.002
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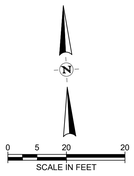
Sheet Name
BASEBALL FIELDS MINIMUM SUGGESTED EROSION CONTROL MEASURES

Sheet Number
C201

Project Status:
100% CONSTRUCTION DOCUMENTS

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BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100





LEGEND

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- EXISTING FLOW

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STATE OF TEXAS
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TBPELS ENGINEERING FIRM #F-312

25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

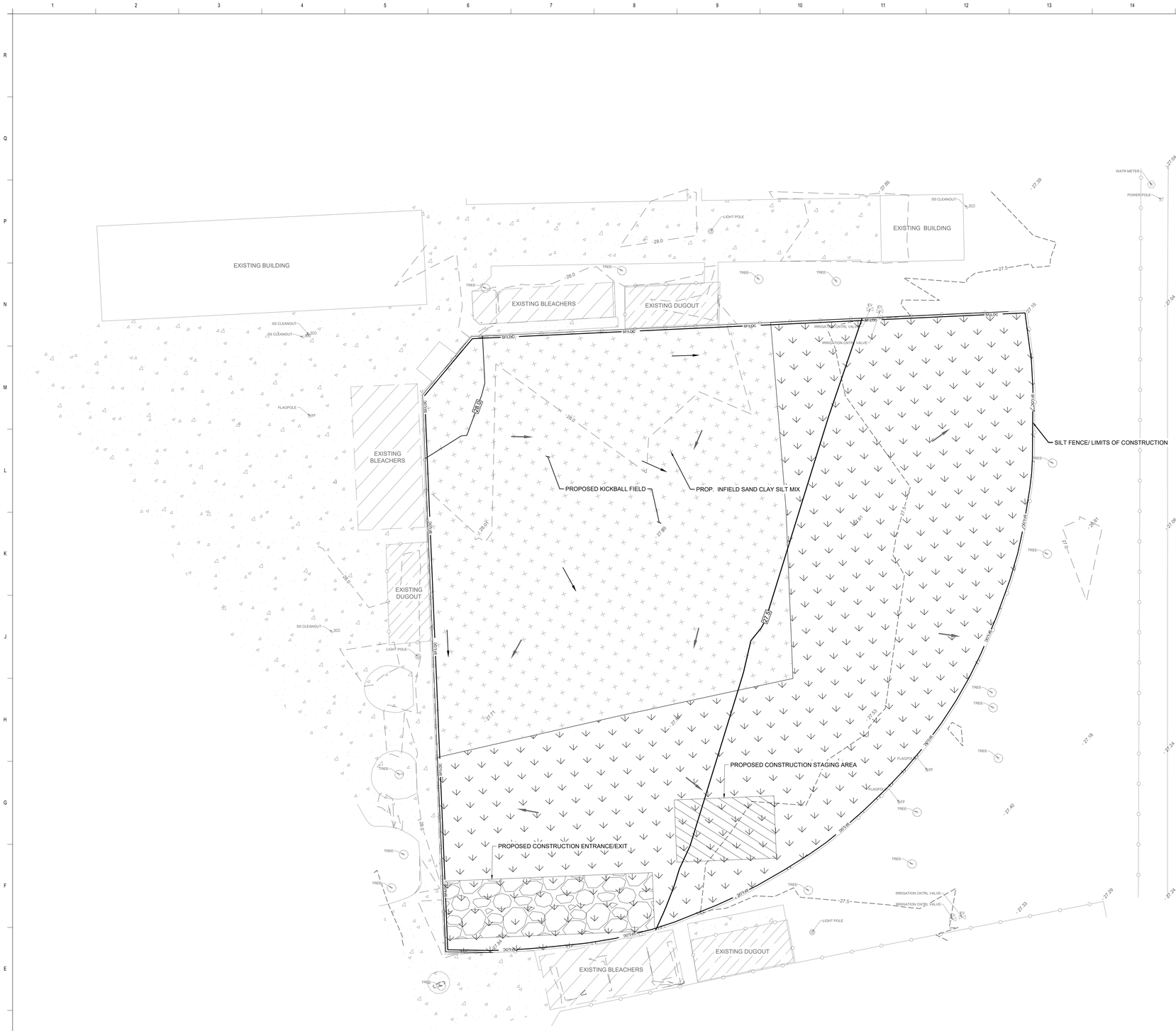
PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name
SOCCER FIELD MINIMUM SUGGESTED EROSION CONTROL MEASURES

Sheet Number
C202

Project Status:
100% CONSTRUCTION DOCUMENTS

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BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100



LEGEND

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TBPELS ENGINEERING FIRM #F-312

25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

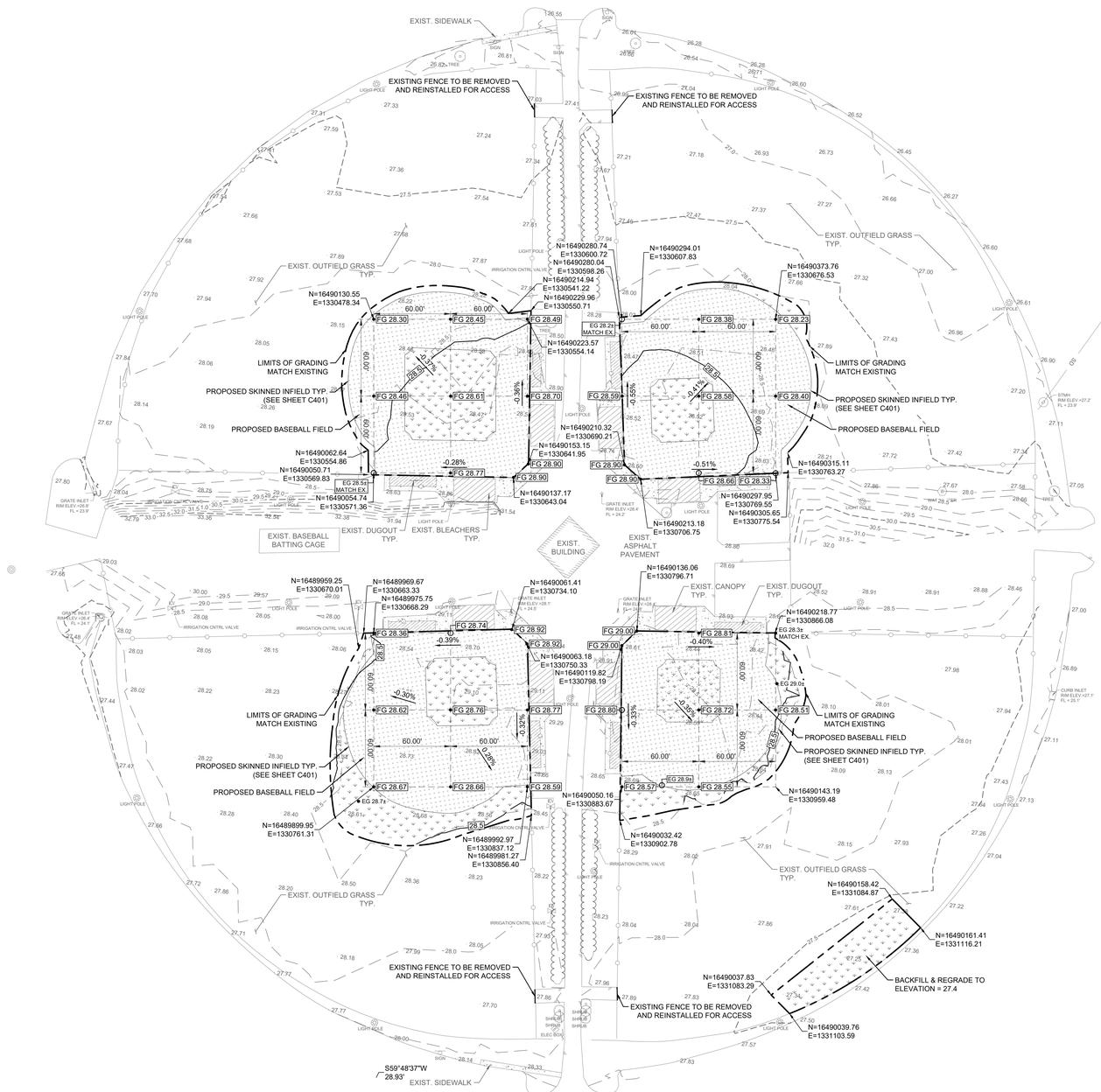
PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name
KICKBALL FIELD MINIMUM SUGGESTED EROSION CONTROL MEASURES

Sheet Number
C203

Project Status:
100% CONSTRUCTION DOCUMENTS

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BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100





LEGEND

- EXISTING CHAINLINK FENCE LINE
- EXISTING WOOD FENCE LINE
- EXISTING TREELINE
- EXISTING TOP OF DITCH LINE
- EXISTING TOE
- EXISTING STORM DRAIN
- EXISTING FLOW LINE
- PROPOSED FLOW LINE
- PROPOSED TOP OF SWALE
- LIMITS OF GRADING
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- EXISTING ASPHALT PAVEMENT
- EXISTING INFIELD SAND
- EXISTING INFIELD GRASS
- EXISTING CONCRETE
- EXISTING BLEACHERS
- EXISTING DUGOUT

PROPOSED BERMUDA GRASS SOD, BASE BID:
SOD, COMMON BERMUDA GRASS SOD. PROVIDE A MINIMUM OF 4" OF SANDY LOAM TOPSOIL IN ALL AREAS TO RECEIVE SOD, PREPARE A FIRM, CLEAN SEEDBED AND ROLL OR PACK THE SOIL SO FOOTPRINTS SINK NO MORE THAN 1/2" DEEP. INSTALL SOLID COVERAGE IN AREAS AS SHOWN ON THE PLANS, WITH RIPARIAN RECOVERY MIX AS PROVIDED BY NATIVE AMERICAN SEED, BROADCAST ON TOP OF THE SOD AT A RATE OF 18 LBS PLS PER ACRE. ALL SOD SHALL BE ROLLED AFTER INSTALLATION AND IMMEDIATELY IRRIGATED. SOD SHALL BE INSTALLED THE SAME DAY IT IS DELIVERED ONSITE AND SHALL BE INSTALLED ONSITE NO MORE THAN THREE (3) DAYS AFTER IT IS CUT.

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NOTES:

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ERO ARCHITECTS
135 PASEO DEL PRADO STE 33
EDINBURG TX 78539
GOERO.COM

STATE OF TEXAS
MARCO A. HERNANDEZ
148967
LICENSED
PROFESSIONAL ENGINEER
9-5-25

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MARCO A. HERNANDEZ
P.E. # 148967 ON 9/05/2025.

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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

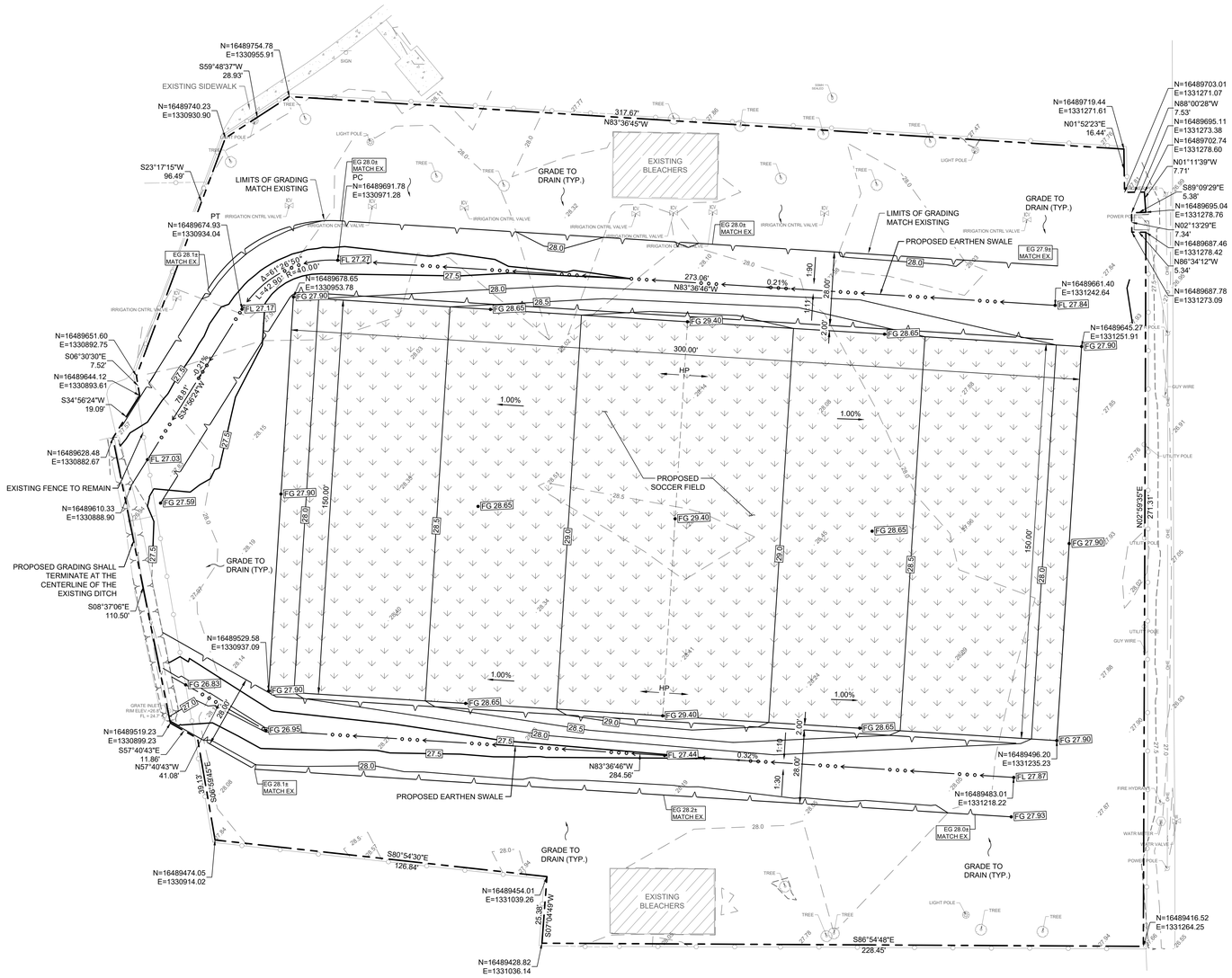
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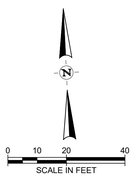
Sheet Name
MORNINGSIDE PARK BASEBALL FIELDS GRADING

Sheet Number
C301

Project Status:
100% CONSTRUCTION DOCUMENTS

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BROWNSVILLE, TEXAS 78521-2696
TEL. (956) 303-7100





LEGEND

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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

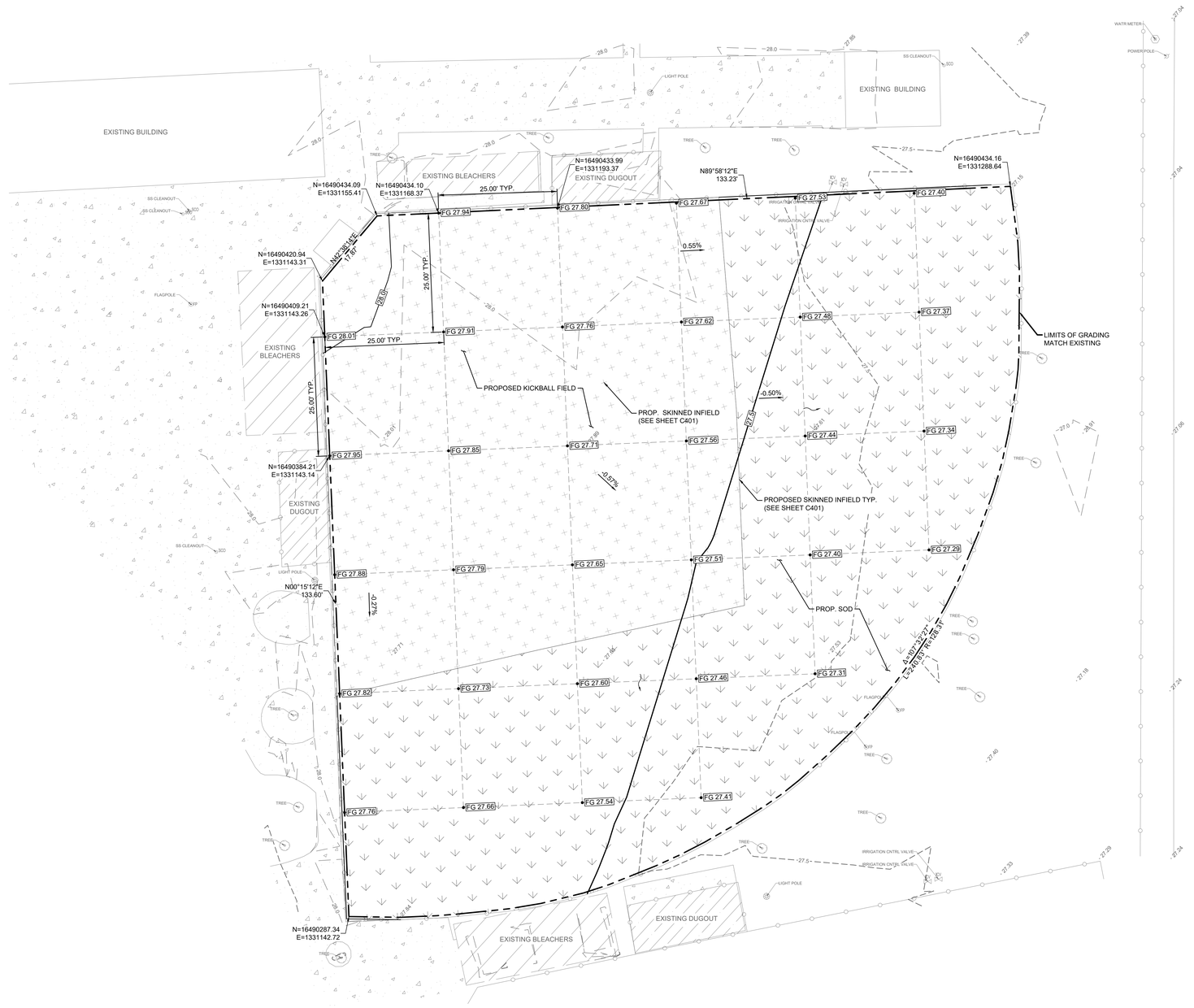
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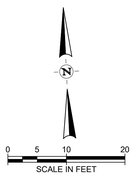
Sheet Name
MORNINGSIDE PARK
SOCCER FIELD
GRADING

Sheet Number
C302

Project Status:
100% CONSTRUCTION
DOCUMENTS

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TEL. (956) 303-7100





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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Date	Description

PROJECT No.: 61953.002
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DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

MORNINGSIDE PARK
KICKBALLL FIELD
GRADING

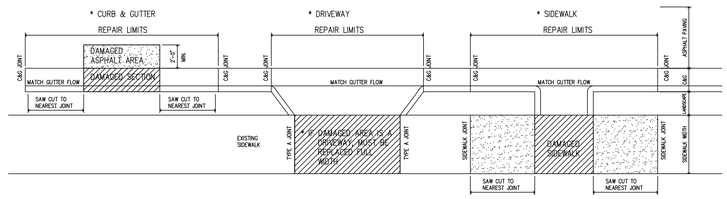
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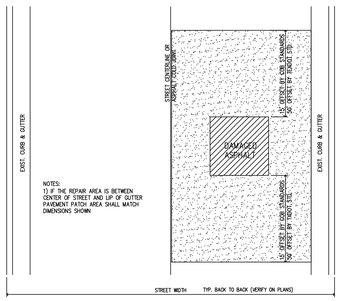
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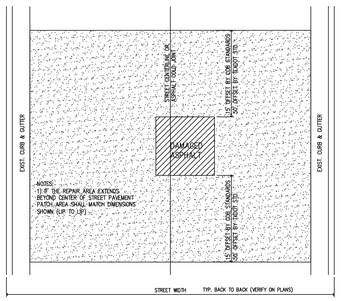
Project Status:

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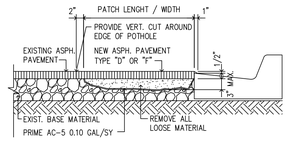
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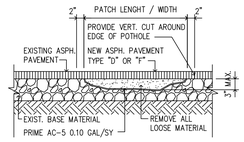




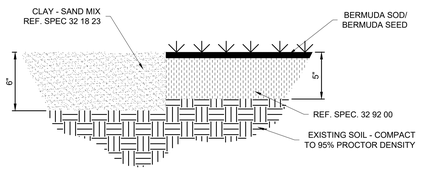
CURB, GUTTER, SIDEWALKS & ASPHALT PAVING REPAIR PREMISES DETAIL F2 NTS



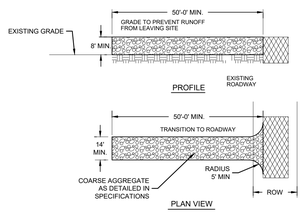
TYP. SHALLOW POTHOLE REPAIR EDGE TREATMENT DETAIL E3 NTS



TYP. SHALLOW POTHOLE REPAIR DETAIL F3 NTS



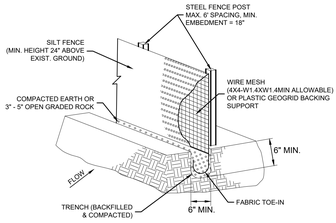
SKINNED INFIELD
NTS



STABILIZED CONSTRUCTION EXIT
NTS

CONSTRUCTION ENTRANCE/EXIT NOTES

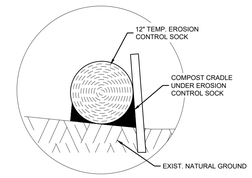
1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED CONCRETE. THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
3. WIDTH SHALL NOT BE LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.
6. STABILIZED CONSTRUCTION EXIT MUST BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE AND SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.
7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE A CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVED SURFACES, MUST BE REMOVED IMMEDIATELY.
8. STABILIZED CONSTRUCTION EXIT SHALL BE USED FOR SUBGRADE OF THE PROPOSED ACCESS DRIVE. CONTRACTOR TO LEVEL STABILIZED ROCK AND PLACE CRUSHED LIMESTONE AS PER DETAIL.



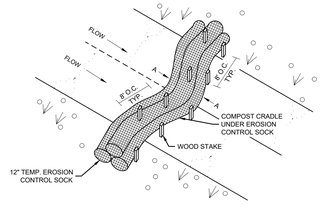
SILT FENCE DETAIL
NTS

SILT FENCE NOTES:

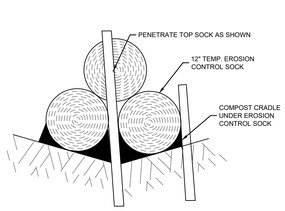
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO BACKING SUPPORT, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ALL INLETS SHALL BE ENCIRCLED WITH SILT FENCE OR EROSION CONTROL LOGS.
9. IF EROSION CONTROL DEVICES INTERFERE WITH CONSTRUCTION, THEY MAY BE TEMPORARILY REMOVED UNTIL THAT PORTION OF WORK IS COMPLETE. EROSION CONTROL DEVICES MUST BE IN PLACE AT ALL OTHER TIMES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUBMITTAL OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT SUPPLEMENTS THE INFORMATION PROVIDED IN THE DESIGN PLANS. THE SWPPP INFORMATION PROVIDED IN THE DESIGN PLANS DOES NOT MEET THE REQUIREMENTS SET FORTH IN THE TCEQ GENERAL PERMIT. THIS INFORMATION AND DETAILS ARE ONLY FOR INFORMATIONAL PURPOSES ONLY. (REFER TO SPECIFICATION 02370 - TPDES REQUIREMENTS).



COMPOST CRADLE
NTS



DITCH LINE SEDIMENT TRAP
NTS



DITCH LINE SEDIMENT TRAP A-A
NTS

GENERAL NOTES

1. LENGTHS OF EROSION CONTROL SOCKS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF SOCKS SHALL BE 30' FOR 12" DIAMETER SOCKS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE SOCK WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF SOCKS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE SOCK.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.
6. A SEDIMENT TRAP MAY BE USED TO PRECIPITATE SEDIMENT OUT OF RUNOFF DRAINING FROM AN UNSTABILIZED AREA.
7. TRAPS: THE DRAINAGE AREA FOR A SEDIMENT TRAP SHOULD NOT EXCEED 5 ACRES. THE TRAP CAPACITY SHOULD BE 1800 CF/ACRE (0.5" OVER THE DRAINAGE AREA).
8. SEDIMENT TRAPS SHOULD BE PLACED IN THE FOLLOWING LOCATIONS:
   1. IMMEDIATELY PRECEDING DRAIN INLETS.
   2. JUST BEFORE THE DRAINAGE ENTERS A WATER COURSE.
   3. JUST BEFORE THE DRAINAGE LEAVES THE RIGHT OF WAY.
   4. JUST BEFORE THE DRAINAGE LEAVES THE CONSTRUCTION LIMITS WHERE DRAINAGE FLOWS AWAY FROM THE PROJECT.

a. THE TRAP SHOULD BE CLEANED WHEN THE CAPACITY HAS BEEN REDUCED BY 1/2 CAPACITY OR THE SEDIMENT HAS ACCUMULATED TO A DEPTH OF 1', WHICHEVER IS LESS. CLEANING AND REMOVAL OF ACCUMULATED SEDIMENT DEPOSITS IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

ERO ARCHITECTS
135 PASEO DEL PRADO STE 33
EDINBURG TX 78539
GOERO.COM



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25025 COB BCIC PARK PROJECTS
MORNINGSIDE PARK FIELD RE-GRADING

CITY OF BROWNSVILLE
1001 E. ELIZABETH ST BROWNSVILLE TX

No.	Description	Date

PROJECT No.: 61953.002
ISSUE DATE: Sep-25
DRAWN BY: EJ
CHECKED BY: MH

Sheet Name

GENERAL DETAILS

Sheet Number

C401

Project Status:

100% CONSTRUCTION DOCUMENTS

halff
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SECTION 01 32 33 - CONSTRUCTION PHOTOGRAPHS
PART 1 GENERAL
1.01 SECTION INCLUDES
A. Photographic requirements for construction photographs and submittals.
1.02 SUBMITTALS
A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.
B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.
C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.
D. When required by Contract Documents, submit photographs with monthly Pay Estimate.
E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.
F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.
1.03 QUALITY ASSURANCE
A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.
B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.
PART 2 P R O D U C T S
2.01 PRECONSTRUCTION PHOTOGRAPHS
A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.
B. The photographs shall show on a non-reflective chalkboard readable in the photograph:
1. Job number.
2. Date and time photographs were taken.
3. Location and compass direction of the photograph, along with the project number.
4. Date shall be on negative (35mm) or on digital image.
5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.
C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.
D. Identify each photograph with an applied label or rubber stamp on the back with the following information:
1. Name of the Project.
2. Name and address of the photographer (if a professional photographer is used).
3. Name of the Contractor.
4. Date the photograph was taken.
5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.
2.02 PROGRESS PHOTOGRAPHS
A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.
1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.
2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.
PART 3 E X E C U T I O N – Not Used
END OF SECTION 01 32 33

Section 01 33 00 - SUBMITTAL PROCEDURES
PART 1 GENERAL
1.1 SECTION INCLUDES
A. Submittal procedures for:
1. Schedule of Values.
2. Construction Schedules.
3. Shop Drawings, Product Data, and Sampler.
4. Operations and Maintenance Data.
5. Manufacturer's Certificates.
6. Construction Photographs and Videos.
7. Project Record Documents.
8. Design Mixes.
1.2 SUBMITTAL PROCEDURES
A. Scheduling and Handling:
1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals to the Contractor as expeditiously as possible, but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 10 working days from the delivery of the submittal to the Engineer. Resubmittals shall be subject to the same review schedule. This time for submittal review or resubmittals, shall in no way be justification for delays or additional compensation to the Contractor.
3. Submittal Format: Include the following information in each submittal:
a. Project name.
b. Date.
c. Name of Engineer.
a. Retain first subparagraph below if a construction manager has been retained for Project.
d. Name of Construction Manager (if applicable).
e. Name of Contractor.
f. Name of firm or entity that prepared submittal.
g. Names of subcontractor, manufacturer, and supplier.
h. Revise first subparagraph below to suit Project and office practice.
h. Sequentially number each submittal beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
i. Category and type of submittal.
j. Submittal purpose and description.
k. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
l. Drawing number and detail references, as appropriate.
m. Indication of full or partial submittal.
n. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
o. Location(s) where product is to be installed, as appropriate.
p. Other necessary identification.
q. Remarks.
r. Signature of transmitter.
4. Contractor's Stamp
a. Apply Contractor's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.
b. As a minimum, Contractor's Stamp shall include:
1) Contractor's name.
2) Job number.
3) Submittal number.
4) Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
5) Signature line for Contractor.
5. Paper Submittals:
a. Place a permanent label or title block on each submittal coversheet item for identification; include name of firm or entity that prepared submittal.
b. Provide a 3" x 4" space on the coversheet to record the action taken by the Engineer.
c. Submit, to the Engineer, 4 copies of submittals unless otherwise specified in the following paragraphs or in the Specifications. Upon submittal review completion, the Engineer will provide the Owner and the Contractor with one paper submittal, with approval or review comments. The Engineer will retain one extra copy of the submittal, for the project folder.
d. Number and assemble each submittal individually as described in Section 1.02.3.h.
6. Electronic Submittals:
a. Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with project name, date and submittal number.
b. E-Mail: Prepare submittals as PDF and transmit to Engineer by sending via e-mail with delivery confirmation return receipt. Include submittal identification information in email subject line. The Owner shall be carboned-copied on any emailed submittal, or resubmittal, made by the Contractor.
c. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project Management software website as directed by the Project Manager. Enter required data in web-based software site to fully identify submittal.
7. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions where shown by the Contractor. The Contractor is responsible for quantity determination. No quantities will be verified by the Owner or the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
8. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.
1.3 SCHEDULE OF VALUES
A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit schedule of values for bid schedule items identified as Lump Sum or items which may require work during multiple payment periods, or items as directed by the Engineer.
3. Submit schedule of values to the Engineer at earliest possible date, but no later than 15 working days before the date scheduled for submittal of initial Application for Payment.
4. All schedule of value items must be approved by the Owner and Engineer prior to the Contractor's Application for Payment for such item.
B. Format and Content: Use Project Manual bid schedule as a guide to establish line items for the schedule of values. Provide at least two items for each bid item providing a schedule of value.
1. Provide a breakdown of the bid item in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the bid item.
2. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials, equipment or fabrications and stored, but not yet installed.
a. Differentiate between items stored on-site and items stored off-site.
b. Follow the contract documents for payment of material and equipment as it becomes incorporated into the Work.
3. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line item value of unit costs allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
5. Other Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
6. Mobilization: Provide a separate line item for mobilization, demobilization, bonding insurance and other project costs projected during the life of the project when such costs arise.
7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Work Change Directive.
8. The Owner has the right to request documentation justifying the value provided by the Contractor in the schedule of values. The Owner retains the right to request additional unit price itemization in the schedule of values during the project.
1.4 CONSTRUCTION SCHEDULES
A. Contractor's Construction Schedule: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules. Use Microsoft Project, Primavera or a program as directed by the Engineer for current Windows operating system.
1. Include an updated construction schedule with each Application for Payment, or as directed by the Engineer. Issue updated schedule before each regularly scheduled progress meeting.
2. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
3. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, duration, actual starts and finished, and activity durations.
4. As the Work Progresses, indicate Final Completion percentage for each activity.
5. Critical Path: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestones dates.
6. Contract Modifications: Incorporate time-impact associated with each contract modification and prepare a time-impact analysis to demonstrate the effect of the proposed change on the Project Schedule.
B. Time Frame: Extend schedule from date established for the Notice to Proceed to the date of Substantial and Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
2. Prepare initial Construction Schedule with a float time approved by the Engineer. Distribute float time along the critical path based on the contractor's experience with each activity. Float time belongs to the Owner and can only be adjusted or distributed by the Owner.
C. Activities: Treat each level or separate area as a separate activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 working days, unless specifically allowed by Engineer.
2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
a. Securing of approvals and permits required for performance of the Work.
b. Temporary facilities.
c. Time for Owner provided items.
d. Coordination with Separate Contracts.
e. Regulatory Agency approvals.
f. Punch List and Correction Items.
3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittal review, approvals, purchasing fabrication and delivery of materials and equipment needed for the Work.
4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, Subcontract awards, submittals, purchases, fabrication, sample testing, deliveries, installation, tests and inspections, adjusting, curing, and other project relates factors.
5. Startup and Testing Time: Include no fewer than 15 calendar days for startup and testing, if applicable.
6. Commissioning Time: Include no fewer than 15 calendar days for commissioning, if applicable.
7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
8. Punch List and Final Completion: Include not more than 30 or less than 20 calendar days for completion of punch list items and Final Completion.
D. Constraints: Include constraints and work restrictions indicated in the Contract Documents such as coordination with other construction by Owner or Others, limitations of continued occupancies, uninterruptible services, partial occupancy before substantial completion, use of premises restrictions, seasonal variations, environmental controls, or other constricts. Show how the sequence of Work is affected.
E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
1.5 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
A. Shop Drawings: Prepare Project-specific information, drawn accurate to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.
Retain "Paper Sheet Size" Subparagraph below if requiring paper submittals.
2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on standard sheets dimensions of 8-1/2 by 11 inches, 11 by 17 inches, or 24 by 36 inches.
Retain one of two subparagraphs below. First subparagraph assumes Architect and Contractor will make copies from opaque print.
B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. In addition to the information below, include the required product data information as specified in the design plans or other specification sections.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
a. Wiring diagrams that show factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.
Retain "Email Transmittal," "Web-Based Project Software," or "Paper Transmittal" Subparagraph below.
3. Email Transmittal: Provide PDF transmittal including digital image file illustrating Sample characteristics, and identification information for record.
4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based software website. Enter required data in web-based software site to fully identify submittal.
5. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
Retain first subparagraph below if required.
a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
Revise "Samples for Initial Selection" Subparagraph below if Project requires a different procedure. Consider indicating Samples for initial selection as a separate item in the submittal schedule. Delete subparagraph if colors and other characteristics are preselected and specified or scheduled.
7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
"Samples for Verification" Subparagraph below can be used with or without Samples for initial selection. Revise to suit Project.
8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
a. Number of Samples: Submit three sets of Samples. Engineer will retain two sample sets; remainder will be returned.
b. Submit a single sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
c. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a sample, submit at least three sets of paired units that show approximate limits of variations.
1.6 OPERATIONS AND MAINTENANCE DATA
A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
Retain "Manuals, Paper Copy" Paragraph below for projects requiring paper copy manuals.
B. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
c. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary, to provide essential information for proper operation or maintenance of equipment or system.
d. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-duty dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
"Protective Plastic Sleeves" Subparagraph below provides protection for troubleshooting software diskettes used in some operation systems. Retain requirements if necessary.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to protect diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
Requirements in "Supplementary Text" and "Drawings" subparagraphs below are typical. Insert unique requirements, such as special paper or plastic lamination of important items for permanent preservation, if needed.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
Avoid placing loose, oversize drawings in binder pockets. Use reduced drawings or place folded drawings in labeled envelopes bound in manual.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
C. SYSTEMS AND EQUIPMENT OPERATION MANUALS
In this article, include information needed for daily operation and management of systems and equipment.
1. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
a. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
b. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
2. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
a. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
b. Performance and design criteria if Contractor has delegated design responsibility.
c. Operating standards.
d. Operating procedures.
e. Operating logs.
f. Wiring diagrams.
g. Control diagrams.
h. Piped system diagrams.
i. Precautions against improper use.
j. License requirements including inspection and renewal dates.
3. Descriptions: Include the following:
a. Product name and model number. Use designations for products indicated on Contract Documents.
b. Manufacturer's name.
c. Equipment identification with serial number of each component.
d. Equipment function.
e. Operating characteristics.
f. Limiting conditions.
g. Performance curves.
h. Engineering data and tests.
i. Complete nomenclature and number of replacement parts.
4. Operating Procedures: Include the following, as applicable:
a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Instructions on stopping.
f. Normal shutdown instructions.
g. Seasonal and weekend operating instructions.
h. Required sequences for electric or electronic systems.
i. Special operating instructions and procedures.
5. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
6. Piped Systems: Diagram piping as installed and identify color coding where required for identification.
D. SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS
1. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
a. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
b. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
2. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
Revise "Source Information" Paragraph below to suit Project. For simple projects that require few manuals, this information may be included on title page.
3. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
4. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
a. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
c. Identification and nomenclature of parts and components.
d. List of items recommended to be stocked as spare parts.
5. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
a. Test and inspection instructions.
b. Troubleshooting guide.
c. Precautions against improper maintenance.
d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
e. Aligning, adjusting, and checking instructions.
f. Demonstration and training video recording, if available.
6. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
7. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
Retain "Maintenance Service Contracts" Paragraph below if service contracts are specified for systems, subsystems, or equipment.
8. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
"Warranties and Bonds" Subparagraph below provides information if product falls or fails to perform specified requirements or characteristics.
9. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
a. Include procedures to follow and required notifications for warranty claims.
10. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
Retain first subparagraph below. Including record Drawings in operation and maintenance manuals is not recommended. See Evaluations.
a. Do not use original project record documents as part of maintenance manuals.
1.7 MANUFACTURER'S CERTIFICATE
A. When specified in Specification sections, submit manufacturers' certificate of compliance for review by the Owner.
B. Contractor's Stamp, as described in paragraph 1.2.A.4, shall be placed on front page of the certification.
C. Submit supporting reference data, affidavits, and certifications as appropriate.
D. Certificates may be recent or previous test results on material or product but must be acceptable to the Owner.
1.8 CONSTRUCTION PHOTOGRAPHS AND VIDEOS
A. The Contractor shall be responsible for the production of pre-construction, during-construction (construction progress), post-construction and other documentation, as directed by the Engineer, videos and photographs.
1. Digital Photographs: Submit image files within 7 days of taking photographs.
a. Submit photos on an electronic flash drive. Photographs shall be labelled as follows Project Abbreviation- Brief Location Description- Picture Number - date (MM-DD-YY). Use location description for similar type photos.
b. Include a tabled index of photographs, in digital PDF format, including the following:
1. Name of Project
2. Name and contact information of photographer
3. Name of Engineer
4. Name of Contractor
5. Date photographs was taken
6. Description of location, vantage point and direction
7. Unique sequential identifier coordinating to the design plans.
c. Digital Photographs: Provide color images in JPG format, produced by a digital camera with a minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, including vibration-reduction technology. Use flash in low light levels or backlit conditions.
d. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
1. Field Identify construction limits and allowing before taking construction photographs.
2. Take adequate number of photographs to show existing conditions adjacent to property before starting the Work.
3. Take adequate number of photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record existing damaged to adjacent structures, pavements, and improvements.
5. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
a. Underground utilities.
b. Underslab services.
c. Piping.
d. Electrical conduit.
e. Waterproofing and weather-resistant barriers.
Requirements in "Periodic Construction Photographs" Paragraph below are minimal but adequate for many projects. If needed, add requirement for photographs to be taken of spaces that contain utilities before enclosing finishes are installed. Last option is generally used with monthly photographs.
e. Periodic Construction Photographs: Take 20 photographs, or as directed by the Engineer, within one week of submittal of each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
f. Final Completion Construction Photographs: Take adequate number of photographs after date of Substantial Completion and one-month following Final Acceptance of the Project for submission as part of the Project Record Documents.
g. Additional Photographs: The Engineer may request photographs in addition to periodic photographs specified. Additional requested photographs will not be considered for additional payment.
2. Video Recordings: Submit video recordings within 7 days of recording.
a. Submit video recordings on an electronic flash drive. Videos shall be labeled as follows Project Abbreviation- Brief Video Description- Picture Number - date (MM-DD-YY).
b. Identification: Include a tabled index of videos, in digital PDF format, including the following:
1. Name of Project
2. Name and contact information of photographer
3. Name of Engineer
4. Name of Contractor
5. Date video was recorded
6. Description of vantage point, indicating location, direction (by compass point), and elevation.
7. Unique sequential identifier coordinating to the design plans.
c. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with a minimum sensor size of 12 megapixels, and capable of recording in full high-definition model with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
d. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation of construction.
1. Confirm date and time at beginning and end of recording.
2. Begin each video recording with name or Project, date and time, Contractor's name, videographer's name, and Project location.
e. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points. Minimum recording time shall be 30 minutes(s).
1. Field identify construction limits and stationing before recording construction video recordings.
2. Show existing conditions adjacent to Project site before starting the Work.
3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
f. Periodic Construction Video Recordings: Record video recording within one week of submittal of each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded.
1.9 PROJECT RECORD DOCUMENTS
A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
c. Particular attention should be given to information on concealed elements that would be difficult to identify or measure and record later.
d. Accurately record information in an acceptable drawing technique.
e. Record data as soon as possible after obtaining it.
f. Record and check the markup before enclosing concealed installations.
g. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Locations and depths of installed underground utilities.
d. Locations, depths and sizes of encountered underground utilities not shown.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
Retain second option in first subparagraph below if using EJCDC Document C-700.
i. Changes made by Change Order or Work Change Directive.
j. Changes made following Engineer's written orders.
k. Details not on the original Contract Drawings.
l. Field records for variable and concealed conditions.
m. Record information on the Work that is shown only schematically.
3. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
6. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets as follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Engineer.
e. Name of Contractor.
7. Format: Provide Engineer with digital copy in PDF electronic format, with full comment enabled function, on a flash drive.
B. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
9. Record Prints and Digital Data Files shall be clean, legible and clearly show the Engineer the accurate depictions of the constructed improvements. For a minimum period of 6 months after substantial completion, the Contractor shall be available to answer any questions and clarify any items the Engineer may have regarding the provided Record Data.
1.10 DESIGN MIXES
A. When specified in Specifications, submit design mixes for review.
B. Contractor's Stamp, as described in paragraph 1.2.A.4, shall be placed on front page of each design mix.
C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
D. Maintain a copy of approved design mixes at mixing plant.
PART 2 - PRODUCTS - [Not Used]
PART 3 - EXECUTION - [Not Used]
END OF SECTION

Section 01 45 29 - TESTING LABORATORY SERVICES
PART 1 - GENERAL
1.1 SECTION INCLUDES
A. Testing laboratory services and Contractor responsibilities related to those services.
1.2 REFERENCES
A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.
C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
D. ASTM E 329 , Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.
E. ISO/TEC Guide 25 - General Requirements for the Competence of Calibration and Testing Laboratories.
1.3 SELECTION AND PAYMENT
A. The Owner will select, employ, and pay for services of an independent testing laboratory to perform inspection and testing as required.
B. When required, the Contractor shall employ and pay for services of an independent testing laboratory or laboratories to perform inspection and testing identified in "Products" sections of the individual Specification.
C. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
D. The Contractor will have the cost of retesting deducted from the estimate for payment whenever failed work must be removed and replaced and retested.
1.4 QUALIFICATION OF LABORATORY
A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.
B. Meet the ISO/TEC Guide 25 conditions for accreditation by the American Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.
C. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.
1.5 LABORATORY REPORTS
A. The testing laboratory shall provide and distribute copies of laboratory reports to the following: Owner(s), Engineer, and Contractor. Other copies of the reports may be required to be submitted to other parties. The testing laboratory will be informed of any other persons that required laboratory reports.
B. One copy of each laboratory report distributed or emailed to the Contractor shall be kept at the site field office for the duration of the project.
C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via email from the testing laboratory to the Owner, Contractor, and Engineer.
1.6 LIMITS ON TESTING LABORATORY AUTHORITY
A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
B. Laboratory may not approve or accept any portion of the Work.
C. Laboratory may not assume any duties of the Contractor.
D. Laboratory has no authority to stop the Work unless a safety risk is imminent. The laboratory's representative shall immediately inform the Engineer and the Owner of any conflicts with the Contractor or Contractor's construction methods.
1.7 CONTRACTOR RESPONSIBILITIES
A. Provide safe access to the Work and to applicable facilities (e.g. manufacturers, suppliers) for the Owner, Engineer, and testing laboratory personnel.
B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
C. Notify the Engineer and the testing laboratory during normal working hours of the day previous, but not less than 18 hours prior notice, to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer for sampling or testing.
E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.
F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.
PART 2 - PRODUCTS - [Not Used]
PART 3 - EXECUTION
3.1 CONDUCTING TESTING
A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.
B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.
END OF SECTION

SPECIFICATION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL
PART 1 - GENERAL
1.1 SECTION INCLUDES
A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.
1.2 UNIT PRICES
A. Payment for this item shall be made on a lump sum basis for the maintenance of the temporary erosion and sediment control and other TPDES requirements. The costs associated with TPDES inspection and reporting shall also be included in this item.
1.3 RESPONSIBILITY
A. It is the contractor's responsibility to acquire a Texas Pollutant Discharge

Section 02 41 13.13 - REMOVING EXISTING PAVEMENTS AND STRUCTURES
PART 1 - GENERAL
1.1 SECTION INCLUDES
A. Removing concrete paving, asphaltic concrete pavement and base courses.
B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.
C. Removing pipe culverts and sewers.
D. Removing existing inlets and manholes.
E. Removing miscellaneous structures of concrete or masonry.
1.2 UNIT PRICES
A. Unit Prices.
1. Payment for removing and disposing of asphaltic surfacing and of base under asphaltic surfacing, regardless of the thickness encountered, is on a square yard basis measured between lips of gutters.
2. Payment for removing and disposing of base under surfacing with curbs, regardless of the thickness encountered, is on a square yard basis measured from back-to-back of curbs.
3. Payment for removing and disposing of reinforced concrete pavement, regardless of its thickness, is on a square foot basis.
4. Payment for removing and disposing of monolithic curbs and gutters, and concrete curbs, is on a linear foot basis measured along the back of the curb.
5. Payment for removing and disposing of cement stabilized base course, with or without asphaltic surfacing, is on a square yard basis.
6. Payment for removing and disposing of concrete sidewalks and driveways is on a square foot basis.
7. Payment for removing and disposing of miscellaneous concrete and masonry is on a unit price basis for each structure removed.
8. Payment for removing and disposing of pipe culverts and sewers is on a linear foot basis for each diameter and each material type of pipe removed.
9. Payment for removing and disposing of existing inlets is on a unit price basis for each inlet removed.
10. Payment for removing and disposing of existing manholes is on a unit price basis for each manhole removed.
11. No separate payment will be made for saw cutting of pavement, concrete, driveways, sidewalks, or curbs and gutters, or other items required for removal items under this Section. Include cost of such work in Contract unit prices for items listed in bid form requiring saw cutting.
12. No payment will be made for work outside project limits; or for pavements or structures removed for the Contractor's convenience.
1.3 REGULATORY REQUIREMENTS
A. Conform to applicable codes for disposal of debris.
B. Coordinate removal work with utility companies.
PART 2 - PRODUCTS - [NOT USED]
PART 3 - EXECUTION
3.1 PREPARATION
A. Obtain advance approval from the Owner's representative for dimensions and limits of removal work.
B. Identify known utilities below grade. Stake and flag locations.
3.2 PROTECTION
A. Protect the following from damage or displacement:
1. Adjacent public and private property.
2. Trees, plants, and other landscape features designated to remain.
3. Utilities designated to remain.
4. Pavement and utility structures designated to remain.
5. Benchmarks, monuments, and existing structures designated to remain.
3.3 REMOVALS
A. Remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.
B. Minimize amount of earth loaded during removal operations.
C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2 inches.
D. Where street and driveway saw cut, locations coincide or fall within 3 feet of existing construction or expansion joints, remove concrete to nearest existing joint.
E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.
F. Where existing end of pipe culvert or end of sewer is to remain, install an 8-inch-thick concrete plug in pipe end prior to backfill.
3.4 BACKFILL
A. Backfill of removal areas shall be in accordance with requirements of Section 31 23 16.16 - Excavation and Backfill for Minor Structures.
3.5 DISPOSAL
A. Inlet frames, grates, and plates; and manhole frames and covers, may remain Owner's property. Disposal shall be in accordance with local and state laws and the responsibility of the Contractor.
B. Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.
END OF SECTION

Section 31 06 20.16 - UTILITY BACKFILL MATERIALS
PART 1 - GENERAL
1.1 SECTION INCLUDES
A. Material Classifications.
B. Utility Backfill Materials:
1. Concrete sand
2. Gem sand
3. Pea gravel
4. Crushed Aggregate: Crushed stone
5. Crushed Aggregate: Crushed concrete
6. Bank run sand
7. Select backfill
8. Random backfill
C. Material Handling and Quality Control Requirements.
1.2 MEASUREMENT AND PAYMENT
A. Unit Prices.
1. No payment will be made for backfill material under this Section. Include payment in unit price for applicable utility installation.
1.3 DEFINITIONS
A. Unsuitable Material: Unsuitable soil materials are the following:
1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
2. Materials that cannot be compacted to the required density because of either gradation, plasticity, or moisture content.
3. Materials that contain large clods, aggregate, and stones greater than 4 inches in any dimension; debris, vegetation, and waste; or any other deleterious materials.
4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
B. Suitable Material: Suitable soil materials are the following:
1. Those meeting this specification requirements.
2. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement.
C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.
D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.
E. Backfill Material: Classified soil material meeting specified quality requirements for the designated application as embedment or trench zone backfill.
F. Embedment Material: Soil material placed under controlled conditions within the embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching, and initial backfill.
G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base coarse in paved areas or to the surface grading material in unpaved areas.
H. Foundation: Either suitable soil of the trench bottom, or material placed as backfill of over-excavation for removal and replacement of unstable or otherwise unsuitable soils.
I. Source: A source selected by the Contractor for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.
J. Refer to Section 31 23 16.16 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.
1.4 REFERENCES
A. ASTM C 33 - Specification for Concrete Aggregate.
B. ASTM C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
C. ASTM C 123 - Test Method for Lightweight Pieces in Aggregate.
D. ASTM C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
E. ASTM C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.
F. ASTM C 142 - Test Method for Clay Lumps and Friable Particles in Aggregates.
G. ASTM D 1140 - Test Method for Amount of Materials in Soils Finer Than No. 200 Sieve.
H. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).
I. ASTM D 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
J. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
K. ASTM D 4643 - Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.
L. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
M. TxDOT Tex-104-E - Test Method for Determination of Liquid Limit of Soils (Part 1)
N. TxDOT Tex-106-E - Test Method - Methods of Calculating Plasticity Index of Soils.
O. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.
1.5 SUBMITTALS
A. Conform to requirements of Section 01 33 00 _ Submittal Procedures.
B. Submit a descriptive source, material classification and product description, production method, and application of backfill materials.
C. Submit test results for samples of off-site backfill materials to comply with Paragraph 2.3, Materials Testing.
D. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.
E. For each delivery of material, provide a delivery ticket which includes source location.
1.6 TESTS
A. Perform tests of sources for backfill material in accordance with Paragraph 2.3.
B. Verification tests of backfill materials may be performed by the Owner in accordance with Section 01 45 29 - Testing Laboratory Services and in accordance with Paragraph 3.3.
C. Random fill obtained from the project excavation as source is exempt from pre-qualification requirements by Contractor but must be inspected by the testing lab for unacceptable materials based on ASTM D 2488.
PART 2 - PRODUCTS
2.1 MATERIAL CLASSIFICATIONS
A. Materials for backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.1B, or by product descriptions, as given in Paragraph 2.2.
B. Class Designations Based on Laboratory Testing:
1. Class I: Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):
a. Plasticity index: nonplastic.
b. Gradation: D60/D10 - greater than 4 percent; amount passing No. 200 sieve - less than or equal to 5 percent.
2. Class II: Poorly graded gravels and sands, silty gravels and sands, little to moderate fines:
a. Plasticity index: nonplastic to 4.
b. Gradations:
(1)Gradation (GP, SP): amount passing No. 200 sieve - less than 5 percent.
(2)Gradation (GM, SM): amount passing No. 200 sieve - between 12 percent and 50 percent.
(3)Borderline gradations with dual classifications (e.g., SP-SM): amount passing No. 200 sieve - between 5 percent and 12 percent.
3. Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g., SP-SC):
a. Plasticity index: greater than 7.
b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent.
4. Class IVA: Lean clays (CL):
a. Plasticity Indexes:
(1)Plasticity index: greater than 7, and above A line.
(2)Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7.
b. Liquid limit: less than 50.
c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
d. Inorganic.
5. Class IVB: Fat clays (CH)
a. Plasticity index: above A line.
b. Liquid limit: 50 or greater.
c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
d. Inorganic.
6. Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to the more restrictive class.
2.2 PRODUCT DESCRIPTIONS
A. Soils classified as silt (ML), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by the Owner. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Utilities.
B. Provide backfill material that is free of stones greater than 4 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to the following limits for deleterious materials:
1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.
2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.
3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.
C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in the product specification, and approved by the Engineer, provided that the physical property criteria are determined to be satisfactory by testing.
D. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:
1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.
2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:
a. Liquid limit: not exceeding 25 percent.
b. Plasticity index: not exceeding 7.
E. Concrete Sand: Natural sand, manufactured sand, or a combination of natural and manufactured sand conforming to the requirements of ASTM C 33 and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

F. Gem Sand: Sand conforming to the requirements of ASTM C 33 for coarse aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

G. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
1/2"	100 to 100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to 10
No. 16	0 to 5

H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:
1. Materials of one product delivered for the same construction activity from a single source.
2. Non-plastic fines.
3. Los Angeles abrasion test not exceeding 45 percent when tested in accordance with ASTM C 131.
4. Crushed aggregate shall have a minimum of 90 percent of the particles retained on the No. 4 sieve with 2 or more crushed faces as determined by Test Method Tex-460-A, Part I.
5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from a naturally occurring single source. Uncrushed gravel is not acceptable material for embedment where crushed stone is shown on the applicable utility embedment drawing details.
6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are the same as crushed stone. Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and cement material, free from other substances such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris.
7. Gradations, as determined in accordance with Tex-110-E:

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No. 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20 or clayey soils treated with lime in accordance with Section 32 01 00 - Pavement Repair and Resurfacing, to meet plasticity criteria. Structural Select Backfill shall need the requirements described in the design plans or as directed by the Engineer.
J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Minor Structures and Section 31 23 23.13 - Excavation and Backfill for Utilities.
K. Cement Stabilized Sand: Conform to requirements of Section 31 32 13.16 - Cement Stabilized Sand.
L. Concrete Backfill: Conform to Class B concrete as specified in Section 33 05 16 _ Concrete for Utility Construction.
2.3 MATERIAL TESTING
A. Ensure that material selected, produced and delivered to the project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control.
B. Source or Supplier Qualification. Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three samples for each source and material type. Test samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements. Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:
1. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.
2. Plasticity of material passing the No. 40 sieve.
3. Los Angeles abrasion test of material retained on the No. 4 sieve.
4. Clay lumps.
5. Lightweight pieces
6. Organic impurities
C. Production Testing. Provide reports to the Owner and the Engineer from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements.
D. Assist the Owner and Testing Lab in obtaining material samples for verification testing at the source or at the production plant.

PART 3 - EXECUTION
3.1 SOURCES
A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other approved source.
B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that the Owner or Lab may obtain samples for verification testing.
C. Obtain approval for each material source by the Owner before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once a material is approved by the Owner, expense for sampling and testing required to change to a different material will be credited to the Owner through a change order.
D. Bank run sand, select backfill, and random backfill, if available in the project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.
E. The Owner or any provided geotechnical reference information does not represent or guarantee that any soil found in the excavation work will be suitable and acceptable as backfill material.
3.2 MATERIAL HANDLING
A. When backfill material is obtained from either a commercial or non-commercial borrow pit, open the pit to expose the vertical faces of the various strata for identification and selection of approved material to be used. Excavate the selected material by vertical cuts extending through the exposed strata to achieve uniformity in the product.
B. Establish temporary stockpile locations for practical material handling and control, and verification testing by the Owner in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.
C. When stockpiling backfill material near the project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering the drainage system.
D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.
3.3 FIELD QUALITY CONTROL
A. Quality Control
1. The Owner or Engineer may sample, and test backfill at:
a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.
b. On-site stockpiles.
c. Materials placed in the Work.
2. The Owner or Engineer may resample material at any stage of work or location if changes in characteristics are apparent.
B. Production Verification Testing: The Owner's testing laboratory will provide verification testing on backfill materials, as directed by the Engineer. Samples may be taken at the source or at the production plant, as applicable.
END OF SECTION

Section 31 10 00 - SITE CLEARING - PREPARATION OF SITE
PART 1 - GENERAL
1.1 SECTION INCLUDES
A. This item shall govern for the preparation of the site for construction operations by the removal and disposal of all obstructions, including obstructions not otherwise shown on the plans and specifications.
B. Such obstructions shall be considered to include remains of houses, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, outhouses and shacks.
C. This item shall also include the removal of trees and shrubs and other landscape features not designated for preservation, stumps, brush, roots, vegetation, logs, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron and debris, whether above or below ground except live utility facilities.
1.2 UNIT PRICES
A. No separate payment will be made for work performed under this Section. Include cost of such work in Contract unit prices for items listed in bid form requiring site clearing - preparation of site.
PART 2 - EXECUTION
2.1 PREPARATION
A. All areas, as shown on the plans, shall be cleared of all structures and obstructions as defined above. Those trees, shrubs and other landscape features specifically designated by the Engineer for preservation shall be carefully protected from abuse, marring, or damage during construction operations. Continual parking and/or servicing of equipment under the branches of trees marked for preservation will not be permitted. When trees and shrubs are designated for preservation and require pruning, they shall be trimmed as directed by the Engineer and all wounds over 2 inches in diameter shall be treated with a material approved by the Engineer.
B. Culverts, storm sewers, manholes and inlets shall be removed in proper sequence for maintenance of traffic and drainage.
C. Underground obstructions, except those items designated for preservation, shall be removed to the following depths:
1. In areas to receive embankment: 2 feet below natural ground, except when permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least three feet of embankment.
2. In areas to be excavated: 2 feet below the lower elevation of the excavation.
3. All other areas: 1 foot below natural ground.
2.2 DISPOSAL
A. Unless otherwise instructed by Owner or Engineer, all brush from existing trees and vegetation cleared on project site shall be collected and neatly stored on-site, in an area designated by Owner (for mulching and reuse).
B. Contractor shall remove all debris, rock, trash and other material deemed objectionable by Owner or Engineer. Disposal shall be off-site shall be at contractor's sole expense.
C. Unless otherwise shown herein, all materials and debris removed shall become the property of the Contractor and shall be removed from the project site in a manner satisfactory to Owner and Engineer.
D. No timber shall be cut or defaced outside of the areas identified for clearing and demolition.
2.3 BACKFILL
A. Holes remaining after removal of all obstructions, objectionable material, trees, stumps, etc., shall be backfilled with approved material, compacted and restored to approximately its original contours by blading, bulldozing, or by other methods, as approved by the Engineer. In areas to be immediately excavated, the backfilling of holes may not be required when approved by the Engineer.
B. Before backfilling, the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits, and water or gas pipes over 3 inches in diameter, shall be plugged with an adequate quantity of concrete to form a tight closure.
END OF SECTION

Section 31 21 00 - FINE GRADING AND SOIL AMENDMENTS
PART 1 - GENERAL
1.01 SCOPE
A. Work in this section includes furnishing all labor, materials, equipment, and services required to construct, shape, and finish earthwork to the required lines, fine grades, and cross sections as specified herein and on the plans.
B. The Contractor will be responsible for the maintenance and protection and reestablishment of fine grades on the project. This responsibility includes areas that are disturbed or altered by any of the following: erosion due to natural or construction-related processes, trenching, planting, other construction operations, and malicious acts or vandalism by others.
C. The Contractor will enact erosion control measures as provided for in the plans.
D. The Contractor will replace topsoil that may be lost to erosion or construction processes.
1.02 RELATED WORK SPECIFIED ELSEWHERE
A. Brownsville PUB Standard Specifications.
B. Geotechnical Data for this project.
C. Section 31 2201 - Earthwork.
D. Grading Plan: Refer to landscape architectural and civil plan sheets.
1.03 TEST REPORTS
A. The Contractor will bear the cost of all re-testing requirements specified herein and in the Conditions of the Contract.
1.04 METHOD OF PAYMENT
A. Fine grading of the earthwork is a necessary and incidental part of the work. The total cost will be included in the Bid Proposal. Payment will not be made on a unit price basis nor by any other separate measured payment method.
1.05 GENERAL IMPORTANCE
A Properly placed and finished earthwork accomplished by fine grading is essential to the success of this project. Much of the areas to be planted in turfgrass have minimal surface gradients which must be properly finished to ensure positive surface drainage. The Contractor will be required to prove the competence and experience of his workers and subcontractors with respect to their abilities to execute the fine grading required on this project.
1.06 SAMPLES
A. Provide one-gallon samples of each product specified herein for approval prior to installationn.
PART 2 - PRODUCTS
2.01 TOPSOIL AND UNCLASSIFIED FILL
A. Refer to Section 32 2201 - Earthwork.
2.02 "BLUE TOP" STAKES
A. Wooden stakes shall be used to mark final fine grades. Stakes shall be capable of being driven fully into the ground without splitting and without pulverization of their tops. Nominal dimensions of stakes shall be not less than 2"x2"x8" long for all four sides beveled into a sharpened bottom point at one end and with a flat top at the other end. After being driven to the proper elevation, each stake top shall be securely fitted with a brightly colored attachment of fibrous plastic strands suitable for promoting visual identification of the driven stake.
2.03 UNSUITABLE MATERIALS
A. Topsoil, select material, imported fill, or unclassified fill will be declared as "unsuitable" by the Owner if, in his opinion, any of the following conditions or matter and particles are present to a degree that is judged detrimental to the proposed use of the material.
1. Moisture.
2. Decayed or undecayed vegetation.
3. Hardpan clay, heavy clay, or clay balls.
4. Rubbish.
5. Construction rubble.
6. Sand or gravel.
7. Rocks, cobbles, or boulders.
8. Embedded matter.
9. Foreign matter of any kind.
B. Unsuitable materials will be disposed of as "waste" as specified.
C. Wet Material: If fill material is unsatisfactory for use as embankment solely because of high moisture content, the Architect/Engineer may grant the Contractor permission to process the material to reduce the moisture content to a usable optimum condition.
PART 3 - EXECUTION
3.01 GENERAL
A. All fine grading and corresponding construction shall be performed as specified herein, and the completed work shall conform to the required lines, grades, and cross sections of the plans. Where topsoil has been lost to erosion or construction operations, it shall be replaced.
3.02 ALLOWABLE DEVIATION
A. The maximum allowable deviation from the required finished grades of a line or plane shall be a slope (gradient) of plus or minus 0.5% in a horizontal dimension of eight (8') feet maximum. This shall be field tested by using an eight (8') foot long straight edge. If the surface has a deviation of more than one-half inch (½") above or below the midpoint of the straight edge when its ends rest on high or low points, the finished grade will be unsatisfactory and shall be immediately corrected.
B. Surface gradients and flowlines may be similarly checked by the use of string lines and survey instruments. The Owner's Representative will be the judge of whether deviations from the designed gradients are acceptable or not.
3.03 LIMITS OF WORK
A. The limits of areas to be fine graded shall generally correspond to the areas to be planted in turfgrass and to the areas to be paved. On this project, the entire area within the limits of the work shall be fine graded as indicated on the grading plans.
3.04 SEQUENCE OF WORK
A. Fine grading will not begin until all underground installations are complete, in place, tested to be working properly, and properly backfilled. Fine grading will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over compaction.
B. After fine grading is accomplished, it shall be the Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and accepted.
C. Areas to be Planted in Turfgrass: Fine grading shall be performed as a final step after replacing topsoil and preparing the soil for planting. See the TURFGRASS PLANTING specifications.
D. Topsoil mix shall first be placed and compacted to normal density, minimum 90% of Standard Proctor Density, at a depth of eight (8") inches maximum and shall be graded to within 0.10 foot of finished grade.
3.05 FINE GRADING OPERATIONS
A. As a minimum, the following measures will be executed in the accomplishment of fine grading on athletic field areas and other areas to be planted in turfgrass. The Contractor may elect to use additional or supplemental measures to accomplish fine grading.
B. In place topsoil shall be used, or replacement topsoil shall first be placed and compacted to normal density at a depth of three (3") inches and shall be rough graded to within 0.05 foot of finished grade.
C. Fine grading shall be executed by the placement and use of final grade stakes or "blue tops." **Final grade stakes shall be placed at intervals not to exceed fifty (50') feet along the contact between areas to be planted and areas to be paved.** The stakes will be driven to the exact even foot elevation of the contour and will then be marked with a brightly colored plastic attachment.
D. Final grade stakes will also be placed wherever a contour line makes a significant change of direction and on critical spot grades as directed by the Owner's Representative.
E. Drainage Swales: Fine grading shall be executed as described above except that "blue top" final grade stakes will be placed at the points on the swale where grades are called out on the plans and on even contours on the swale bottom and intervals not greater than fifty feet (50') apart.
F. Fine grading will be executed with any or all of the following or other appropriate machinery: lightweight road grader, tractor box blade, discing machinery, weighted spike harrow, and weighted drags.It is anticipated that some areas of topsoil may become overcompacted and resistant to proper grading. Such areas will be loosened and pulverized with discing machinery and will then be recompacted to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.
3.06 EROSION CONTROL THROUGH COMPLETION OF PROJECT
A. The Contractor is responsible for the maintenance of all finished surface gradients in the project until the project is declared complete. However, the project will not be complete until other work is complete and all areas within the project limits are satisfactorily fine graded and all turfgrass planting areas have been established with a uniform stand as specified. The Contractor will maintain erosion control measures over the entire area of the project up until final acceptance of the project by the Owner.
3.07 DENSITIES
A. Topsoil: Densities of fine graded topsoil areas may range between eighty-five percent (85%) and ninety-two percent (92%) of Standard Density ASTM D 698 with plus or minus two (2) percentage points of optimum moisture content.
B. Other Subgrades in General: Earth embankment shall be compacted in lifts at eighty-eight (88%) to ninety-two (92%) percent of Standard Density ASTM D698 with plus or minus two (2) percentage points of optimum moisture content
3.08 TESTING
A. Spot field tests of soil densities shall be required of the Contractor by the Owner's Representative at the Contractor's expense at the place and time of the Owner's choosing. Any area not meeting density control requirements shall be immediately excavated, reconstructed, and retested, at the expense of the Contractor, until satisfactory results are obtained.
END OF SECTION

Section 31 23 00 - EARTHWORK, EXCAVATION, FILL AND GRADING
PART 1 - GENERAL
1.1 This section shall cover earthwork, including general clearing, removal, disposal or restilization of all excavated earthen materials necessary and placement of imported fill material for performing the Work as shown on the drawings, including sheeting and bracing, drainage, and other Work incidental to the preparation of the site for subsequent construction Work.
1.2 UNIT PRICES
A. Unit Prices.
1. No separate payment will be made for work performed under this Section unless listed in the bid items. Include cost of such work in Contract unit prices for items listed in bid form requiring earthwork, excavation, fill and grading.
PART 2 - PRODUCTS
2.1 Excavated Material: Contractor will utilize all of the excess excavated soil material that is not deemed objectionable unless otherwise instructed. All material will be placed, spread, compacted to lines and grades shown on plans or as directed by Engineer
2.2 Imported Fill: Select Backfill is acceptable as follows - Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20. For pavement subgrade, select fill will serve as an equal to soil treated with lime in accordance with Section 32 11 13.13 - Lime Treatment for Subgrade, to meet plasticity criteria.
2.3 Imported Fill: Random Backfill is acceptable as follows - Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable fill or backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Minor Structures.
A. Excavation and Backfill for Utilities. If Random backfill is to be used for pavement subgrade, it shall be treated with lime in accordance with Section 32 11 13.13 - Lime Treatment for Subgrade, to meet plasticity criteria.
PART 3 - EXECUTION
3.1 GENERAL:
A. Prior to commencing construction operations, the contractor shall make all the provisions necessary to assure the protection of all existing improvements, both onsite and offsite. Where identified, he shall protect trees, shrubs, planting and grass areas and shall make provisions for maintaining public travel in an acceptable manner.
B. PROTECTION OF EXISTING IMPROVEMENTS. Before any excavation is started, adequate protection shall be provided for all lawns, trees, shrubs, landscape work, fences, sidewalks, hydrants, utility poles, street, alley and driveway paving, curbs, storm sewers, ditches, headwalls, catch basins, surface inlets and all other improvements that are to remain in place. Such protection shall be provided as long as necessary to prevent damage from the Contractor's operations. Shrubs, bushes, small trees and flowers, which have to be removed to permit excavation for the waterline, shall be protected and replanted or replaced when the backfill is completed. The Contractor shall exercise every precaution to prevent damage to property within and outside easements.
C. Any damage to driveways, buildings, fences, retaining walls, culverts, drains, paving, sidewalks, etc. which are removed or damaged during construction shall be repaired by contractor. Repair, restoration or replacements of any improvements damaged or removed shall be the obligation of the contractor at no additional cost to Owner.
D. Contractor will obtain all necessary permits in public and private rights_of_way from the Owner or any other local regulatory authority, as required
E. Drainage: Contractor shall make provisions for temporarily handling runoff on site, flows in existing water bodies, ditches, sewers, and trenches by employing pipes, flumes, or other approved methods at all times when his operations would, in any way, interfere with the natural functioning of said water bodies, ditches, sewers and drains. The contractor shall at all times during construction provide and maintain sufficient equipment for the lawful disposal of all ponding water, or water which enters excavations, to render such area firm and dry through the construction phase.
3.2 DISPOSAL OF EXCAVATED MATERIAL
A. Contractor will utilize all of the excess excavated material, unless otherwise instructed. In such event, Contractor shall dispose of material off site at no cost to Owner. All material will be graded and compacted as shown on plans or as directed by Engineer.
3.3 DESCRIPTION
A. Work shall consist of the required excavation and placement of excavated materials, and the placement and compaction of imported fill material, within the limits of the site as shown on the plans. The proper utilization of all excavated and imported fill material and the construction shaping and finishing of all earth work on the entire length of pavement, and all other areas within the site will be done in conformity with the required lines, grades, and typical cross sections in accordance with specification requirements herein outlined.
3.4 CONSTRUCTION METHODS
A. All excavation and corresponding embankment construction shall be performed as specified herein and in the design plans and the completed site shall conform to the established alignment, grades and cross sections.
B. When using either excavated material or imported soil material to perform fill or grading operations, each lift shall be mechanically compacted in 6" (six inch) layers to a minimum density of 90% Standard Proctor, for general areas. Engineer may select random areas for density testing to confirm minimum compaction. In areas of street construction (subgrade) minimum density shall be 95%. For backfill of utilities (trenches) or structures, minimum density shall be as prescribed in the applicable specifications, or on the plans.
END OF SECTION

Section 31 23 16.16 - EXCAVATION AND BACKFILL FOR MINOR STRUCTURES
PART 1 - GENERAL
1.1 SECTION INCLUDES
A. Excavation, backfilling, and compaction of backfill for minor structures.
1.2 UNIT PRICES
A. Unit Prices.
1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.
1.3 DEFINITIONS
A. Unsuitable Material: Unsuitable soil materials are the following:
1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
2. Materials that cannot be compacted to the required density due to gradation, plasticity, or moisture content.
3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.
4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.
C. Select Material: Materials as defined in Section 31 05 00.16 - Utility Backfill Materials.
D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structure.
E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.
F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.
G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.
H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 31 23 19 - Control of Ground Water and Surface Water.
I. Surface Water Control: Diversion and drainage of surface water run-off and rainwater away from the excavation. Remove rainwater and surface water which accidentally enters the excavation as a part of excavation.
J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.
K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings and backfilled with foundation backfill material.
L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.
1.4 REFERENCES
A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.
B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.
C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.
D. ASTM D 2487 -

PART 3 - EXECUTION

3.1 GROUND WATER CONTROL

A. Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures, and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary, to determine the drawdown characteristics of the water bearing layers. The results shall be presented in the Ground Water and Surface Water Control Plan (See Paragraph 1.06B.1).

B. Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

C. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify the Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

D. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

E. Monitor operations to verify that the system lowers ground water piezometric levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations.

F. Where hydrostatic pressures in confined water bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Allowable piezometric elevations shall be defined in the Ground Water and Surface Water Control Plan.

G. Remove ground water control installations.

1. Remove pumping system components and piping when ground water control is no longer required.
2. Remove piezometers, including piezometers installed during the design phase investigations and left for Contractor's use, upon completion of testing, in accordance with Section 33 31 11 Part 3.2 - Testing of Sanitary Sewer Pipe Work.
3. Remove monitoring wells when directed by the Engineer.
4. Grout abandoned well and piezometer holes. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.

H. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement stabilized sand until at least 48 hours after placement.

I. Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove pipe drain when it has served its purpose. If removal of pipe is impractical, provide grout connections at 50-foot intervals and fill pipe with cement-bentonite grout or cement-sand grout when pipe is removed from service.

J. Extent of construction ground water control for structures with a permanent perforated underground drainage system may be reduced, such as for units designed to withstand hydrostatic uplift pressure. Provide a means of draining the affected portion of underground system, including standby equipment. Maintain drainage system during operations and remove it when no longer required.

K. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

L. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.2 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS

A. For aboveground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.

B. Install sufficient piezometers or monitoring wells to show that all trench or shaft excavations in water bearing materials are pre-drain prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for Contractor's selected method of work.

C. Install piezometers or monitoring wells not less than one week in advance of beginning the associated excavation.

D. Dewatering may be omitted for portions of underdrains or other excavations, but only where auger borings and piezometers or monitoring wells show that soil is pre-drained by an existing system such that the criteria of the ground water control plan are satisfied.

E. Replace installations that produce noticeable amounts of sediments after development.

F. Provide additional ground water control installations, or change the methods, in the event that the installations according to the ground water control plan does not provide satisfactory results based on the performance criteria defined by the plan and by the specification. Submit a revised plan according to Paragraph 1.06B.

3.3 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary, to achieve well-drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.4 MAINTENANCE AND OBSERVATION

A. Conduct daily maintenance and observation of piezometers or monitoring wells while the ground water control installations or excavation drainage are operating in an area or seepage into tunnel is occurring. Keep system in good condition.

B. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedule.

C. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations, as specified.

D. Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by the Engineer.

3.5 MONITORING AND RECORDING

A. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also monitor and record water level and ground water recovery. These records shall be obtained daily until steady conditions are achieved, and twice weekly thereafter.

B. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until the Work is completed or piezometers or wells are removed, except when Engineer determines that more frequent monitoring and recording are required. Comply with Engineer's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

3.6 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

Section 31 25 00 - EROSION & SEDIMENTATION CONTROLS TPDES REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This Section describes the required documentation to be prepared and signed by the Contractor before conducting construction operations, in accordance with the terms and conditions of the General Permit Number TXR150000 for discharges of storm water runoff from small construction sites.

B. The Contractor shall be responsible for implementing the Storm Water Pollution Prevention Plan prepared for this project.

C. Contractor shall review requirements for the Storm Water Pollution Prevention Plan (SWPPP) in a meeting with the Owner and Engineer prior to start of construction.

1.2 UNIT PRICES

A. Unless prescribed elsewhere in the Contract Documents, payment for this item shall be made on a lump sum basis, and shall cover the preparation and submittal of all required forms, payment of permit fees (if any), cost of implementation and maintenance of the storm water control measures as required throughout the project.

1.3 REFERENCES

A. Part II.E.2 of TCEQ General Permit Number TXR150000.

B. Part II.F.3 of TCEQ General Permit Number TXR150000 (notification of MS4 operator)

PART 2 - PRODUCTS - As required by Storm Water Pollution Prevention Plan.

PART 3 - EXECUTION

3.1 NOTICE OF ITENT

A. The Contractor shall complete and sign a Notice of Intent (NOI) as "Operator", and submit it along with all required fees to TCEQ, the Owner, Engineer, City of Brownsville, and Cameron County Drainage District No. 1.

B. A copy of the TCEQ's TPDES storm water general construction permit TXR150000 acknowledgement certificate shall be submitted to Owner, Engineer, City of Brownsville, and Cameron County Drainage District No. 1 and shall be posted at the construction site, as specified.

3.2 STORM WATER POLLUTION PREVENTION PLAN

A. Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other practices shown on the Storm Water Pollution Prevention Plan, or as specified by TCEQ or elsewhere in this or other Specifications.

3.3 RETENTION OF RECORDS

A. The Contractor shall keep a copy of the Storm Water Pollution Prevention Plan at the construction site or at the Contractor's office from the date that it became effective to the date of project completion.

B. At project closeout, the Contractor shall submit to TCEQ a Notice of Termination (NOT) form, along with all applicable fees. Copy of SWPPP and certificate or letter of acknowledgement from TCEQ, and all storm water pollution prevention records and data will be turned over and retained by Owner for a period of 3 years from the date of project completion.

3.4 REQUIRED NOTICES

A. The following notices shall be posted from the date that this SWPPP goes into effect until the date of final site stabilization:

1. TCEQ's TPDES storm water general construction permit TXR150000 acknowledgement certificate.
2. Notice to drivers of equipment and vehicles, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post such notices at every stabilized construction exit area.
3. In an easily visible location on site, post a notice of waste disposal procedures.
4. If applicable, notice of hazardous material handling and emergency procedures shall be posted on site. Keep copies of Material Safety Data Sheets at a location on site that is known to all personnel.
5. Keep a copy of each signed certification at the construction site or at Contractor's office.

END OF SECTION

Section 31 32 13.16 - CEMENT STABILIZED SAND

1.1 GENERAL

A. Section Includes

1. Cement Stabilized Sand necessary for special backfill of utility line work.

1.2 UNIT PRICES

A. Unit Prices

1. Payment for cement stabilized sand necessary for utility line work special backfill conditions is on a cubic yard basis.
2. No payment will be made for cement stabilized sand required for backfill of minor structures as shown in the design plans. Include cost of such work in Contract unit prices for items listed in bid form requiring cement stabilized sand.

1.3 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates (Fine Aggregate).

B. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

C. ASTM C 42 - Standard Test Methods for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

D. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

E. ASTM C 123 - Standard Test Method for Lightweight Particles in Aggregate.

F. ASTM C 142 - Standard Test Method for Clay Lumps and Friable Particles in Aggregates.

G. ASTM C 150 - Specification for Portland Cement.

H. ASTM D 558 - Standard Test Method for Moisture-Density Relations of Soil Cement - Mixtures.

I. ASTM D 1632 - Standard Practice for Making and Curing Soil-Cement Compression and Flexure Test Specimens in the Laboratory

J. ASTM D 1633 - Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders.

K. ASTM D 2487 - Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

L. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

M. ASTM D 3665 - Standard Practice for Random Sampling of Construction Materials.

N. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit proposed target cement content and production data for sand-cement mixture in accordance with requirements of Paragraph 2.03, Materials Qualifications.

1.5 DESIGN REQUIREMENTS

A. Use sand-cement mixture producing minimum unconfined compressive strength of 100 pounds per square inch (psi) in 48 hours and a maximum strength of 500 pounds per square inch (psi) at 7-days.

1. Design will be based on strength specimens molded in accordance with ASTM D 558 at moisture content within 3 percent of optimum and within 2 hours of batching.
2. Determine minimum cement content from production data and statistical history. Provide no less than 1.1 standard sack (94 lbs.) of cement per ton of dry sand.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cement: Type I Portland cement conforming to ASTM C 150.

B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C 33, or requirements for bank run sand of Section 02320 - Utility Backfill Materials, and the following requirements:

1. Classified as SW, SP, SW-SM, SP-SM, or SM by Unified Soil Classification System of ASTM D 2487.
2. Deleterious materials:
   a. Clay lumps, ASTM C 142 - less than 0.5 percent.
   b. Lightweight pieces, ASTM C 123; less than 5.0 percent.
   c. Organic impurities, ASTM C 40, color no darker than standard color.
3. Plasticity index of 4 or less when tested in accordance with ASTM D 4318.

C. Water: Potable water, free of oils, acids, alkalies, organic matter or other deleterious substances, meeting requirements of ASTM C 94.

2.2 MIXING MATERIALS

A. Add required amount of water and mix thoroughly in pugmill-type mixer.

B. Stamp batch ticket at plant with time of loading. Reject material not placed and compacted within 2 hours after mixing.

2.3 MATERIAL QUALIFICATIONS

A. Determine target cement content of material as follows:

1. Obtain samples of sand-cement mixtures at production facility representing range of cement content consisting of at least three points.
2. Complete molding of samples within 2 hours after addition of water.
3. Perform strength tests (average of two specimens) at 48 hours and 7 days.
4. Perform cement content tests on each sample.
5. Perform moisture content tests on each sample.
6. Plot average 48-hour strength vs. cement content.
7. Record scale calibration date, sample date, sample time, molding time, cement feed dial settings, and silo pressure (if applicable).

B. Test raw sand for following properties at point of entry into pug-mill:

1. Gradation
2. Plasticity index
3. Organic impurities
4. Clay lumps and friable particles
5. Lightweight pieces
6. Moisture content
7. Classification

C. Present data obtained in format similar to that provided in sample data form attached to this section.

D. The target content may be adjusted when statistical history so indicates. For determination of minimum product performance use formula:

F=N-1/2 standard deviation

PART 3 - EXECUTION

3.1 PLACING

A. Place sand-cement mixture in maximum 12-inch-thick loose lifts and compact to 95 percent of maximum density as determined in accordance with ASTM D 558, unless otherwise specified. Refer to related specifications for thickness of lifts in other applications. Target moisture content during compaction is +3 percent of optimum. Perform and complete compaction of sand-cement mixture within 4 hours after addition of water to mix at plant.

B. Do not place or compact sand-cement mixture in standing or free water.

C. Where potable water lines cross wastewater line, embed wastewater line with cement stabilized sand in accordance with Texas Administrative Code §290.44(e)(4)(B):

1. Provide minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume. Use at least 2.5 standard bags of cement per cubic yard of mixture (2 standard sacks per ton of dry sand).
2. Unless otherwise shown on Drawings, embed wastewater main or lateral minimum of six inches above and below waterline.

3.2 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01 45 29 - Testing Laboratory Services.

B. One sample of cement stabilized sand shall be obtained for each 150 tons of material placed per day with no less than one sample per day of production. Random samples of delivered cement stabilized sand shall be taken in the field at point of delivery in accordance with ASTM 3665. Obtain three individual samples of approximately 12 to 15 lb. each from the first, middle, and last third of the truck and composite them into one sample for test purpose.

C. Prepare and mold five specimens (for each sample obtained) in accordance with ASTM D 558, Method A, without adjusting moisture content. Samples will be molded at approximately same time material is being used, but no later than 2 hours after water is added to mix.

D. After molding, specimens will be removed from molds and cured in accordance with ASTMD 1632.

E. Specimens will be tested for compressive strength in accordance with ASTM D 1633, Method A. Two specimens will be tested at 48 hours, two specimens will be tested at 7 days and one specimen will be held for an additional 48 hour or 7-day test.

F. A strength test will be average of strengths of two specimens molded from same sample of material and tested at same age. Average daily strength will be average of strengths of all specimens molded during one day's production and tested at same age.

G. Precision and Bias: Test results shall meet recommended guideline for precision in ASTM D 1633 Section 9.

H. Reporting: Test reports shall contain, as a minimum, the following information:

1. Supplier and plant number
2. Material Batch Time
3. Material Sample Time
4. Test age (hours)
5. Average 48-hour strength
6. Average 7-day strength
7. Specification section number
8. Indication of compliance / non-compliance
9. Mixture identification
10. Truck and ticket numbers
11. The time of molding
12. Moisture content at time of molding
13. Required strength
14. Test method designations
15. Compressive strength data as required by ASTM D 1633
16. Supplier mixture identification
17. Specimen diameter and height, in.
18. Specimen cross-sectional area, sq. in.

3.3 ACCEPTANCE

A. Strength level of material will be considered satisfactory if:

1. The average 48-hour strength is greater than 100 psi with no individual strength test below 70 psi.
2. All 7-day individual strength tests (average of two specimens) are greater than or equal to 100 psi and less than 500 psi.

B. Material will be considered deficient when 7-day individual strength test (average of two specimens) is less than 100 psi but greater than 70 psi. See Paragraph 3.04 Adjustment for Deficient Strength.

C. The material will be considered unacceptable and subject to removal and replacement at Contractor's expense when individual strength test (average of two specimens) has 7-day strength less than 70 psi.

D. When moving average of three daily 48-hour averages falls below 100 psi, discontinue shipment to project until plant is capable of producing material, which exceeds 100 psi at 48 hours. Five 48-hour strength tests shall be made in this determination with no individual strength tests less than 100 psi.

E. Testing laboratory shall notify Contractor, Engineer, and material supplier by email of tests indicating results falling below specified strength requirements within 24 hours.

F. If any strength test of laboratory cured specimens falls below the specified strength, Contractor may, at his own expense, request test of cores drilled from the area in question in accordance with ASTM C42. In such cases, three (3) cores shall be taken for each strength test that falls below the values given in 3.03.A.

G. Cement stabilized sand in an area represented by core tests shall be considered satisfactory if the average of three (3) cores is equal to at least 100 psi and if no single core is less than 70 psi. Additional testing of cores extracted from locations represented by erratic core strength results will be permitted.

3.4 ADJUSTMENT FOR DEFICIENT STRENGTH

A. When mixture produces 7-day compressive strength greater than or equal to 100 psi, then material will be considered satisfactory and bid price will be paid in full.

B. When mixture produces 7-day compressive strength less than 100 psi and greater than or equal to 70 psi, material shall be accepted contingent on credit in payment. Compute credit by the following formula:

$$\text{Credit per Cubic Yard} = \frac{\$100.00 \times 2\,(100\ \text{psi} - \text{Actual psi})}{100}$$

C. When mixture produces 7-day compressive strength less than 70 pounds per square inch, then remove and replace cement-sand mixture and paving and other necessary work at no cost to City.

END OF SECTION

Section 31 41 33 - TRENCH SAFETY SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Trench safety system for the construction of trench excavations.

B. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.2 UNIT PRICES

A. Payment for this item shall be made on a lump sum basis and shall cover an approved trench safety system plan prepared and sealed by a Texas licensed professional engineer and as per OSHA 29CFR. Costs associated with any changes or revisions to the Contractor's Trench Safety Plan shall be borne on by the Contractor.

B. Payment for trench safety systems used on trench excavations of greater than 5-foot depth is on a linear foot basis measured along the centerline of the trench.

1.3 DEFINITIONS

A. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

B. The trench safety system requirements will apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and these installation to dimensions equivalent of a trench as defined.

C. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

1.4 SUBMITTALS

A. Submittals shall conform to requirements of Section 01 33 00 _ Submittal Procedures.

B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations.

C. Excavations requiring drawing/shoring deviations from OSHA standards or special designs shall be sealed by a licensed Engineer retained and paid by the Contractor.

D. Review of the safety program by the Owner or Engineer will only be regarding compliance with this specification and will not constitute approval by the Owner or Engineer nor relieve Contractor of obligations under State and Federal trench safety laws.

1.5 REGULATORY REQUIREMENTS

A. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Final Rules published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652.

B. A reproduction of the OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 is available upon request to Contractors bidding on City projects. The City assumes no responsibility for the accuracy of the reproduction. The Contractor is responsible for obtaining a copy of this section of the Federal Register.

C. Legislation that has been enacted by the Texas Legislature regarding Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Ann., §756.021 (Vernon 1991).

1.6 INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the Owner, Engineer and their employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner and Engineer in case the Owner or Engineer are negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 - PRODUCTS - [NOT USED]

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.

B. Install specially designed trench safety systems in accordance with the Contractor's trench excavation safety program for the locations and conditions identified in the program.

C. A competent person, as identified in the Contractor's Trench Safety Program, shall verify that trench boxes and other pre-manufactured systems are certified for the actual installation conditions.

3.2 INSPECTION

A. Contractor, or Contractor's independently retained consultant, shall make daily inspections of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.

B. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.

C. Maintain a permanent record of daily inspections.

3.3 FIELD QUALITY CONTROL

A. Contractor shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION

Section 32 01 00 - PAVEMENT REPAIR AND RESURFACING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Repairing and resurfacing streets, highways, driveways, sidewalks, and other pavements that have been cut, broken, or otherwise damaged during construction.

1.2 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of such work in Contract unit prices for items listed in bid form requiring pavement repair and resurfacing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Subgrade:

1. Provide backfill material as required by applicable excavation and fill sections
2. Provide material for stabilization as required by applicable portions of Section 32 11 13.13 - Lime Treatment of Subgrade.

B. Base: Provide base material as required by applicable portions of Section 32 11 23 - Crushed Limestone Flexible Base.

C. Pavement: Provide paving materials as required by applicable portions of Section 32 12 16.13 - Hot Mix Asphaltic Concrete Pavement or 32 16 00 - Concrete Curb and Gutter, Driveways and Sidewalk.

PART 3 - EXECUTION

3.1 PREPARATION

A. Conform to requirement of Section 02 41 13.13 - Removing Existing Pavements and Structures, for removals.

B. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.

C. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, leave and protect minimum of 18 inches of undisturbed subgrade on each side of trench to support replacement slab.

3.2 INSTALLATION

A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings. Conform to applicable requirements of sections referenced in Paragraph 2.01, Materials.

B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings. Curbs and curbs and gutters shall match existing. Conform to requirements of Sections referenced in Paragraph 2.01, Materials.

C. For concrete pavement, install size and length of reinforcing steel and pavement thickness indicated on Drawings. Place types and spacing of joints to match existing or as indicated on Drawings.

D. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.

E. Repair State highway crossings in accordance with TxDOT permit and within 1 week after utility work is installed.

3.3 WASTE MATERIAL DISPOSAL

A. Disposal of waste material in accordance with local and state laws and the responsibility of the Contractor.

3.4 PROTECTION

A. Maintain pavement in good condition until completion of the Work.

B. Replace damaged pavement.

END OF SECTION

Section 32 11 13.13 - LIME TREATMENT FOR SUBGRADE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Item shall consist of treating the existing subgrade, base, and pavement by the pulverizing, addition of lime, mixing, and compacting the mixed material to the required density. This item applied to natural ground, embankment, or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines, and grades as shown on the plans or as established by the Engineer.

1.2 UNIT PRICES

A. Unit Prices.

1. Payment for lime treatment of the subgrade, existing subbase, existing base, and salvage pavement and base is on a square yard basis at the thickness shown in the design plans.
2. Payment for Type A Hydrated Lime is on a per ton weight (2,000 lbs.) basis at the percentage determined by the testing laboratory. The bid schedule is based on 5% lime stabilized subgrade at the depth specified in the bid item description. If the lime percentage tests show that less than 5% is required, the contractor shall notify the engineer of the difference in writing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The lime shall meet the requirements of the item, "Lime Slurry", for the type of specified. When Type B, Commercial Lime Slurry, is specified, the Contractor shall select, prior to construction, the class to be used and shall notify the Engineer in writing before changing from one class to another.

B. If the minimum design strength or percent of lime to be used for the treatment subgrade, existing subbase, or existing base is specified, it will be determined by preliminary tests performed in accordance with Test Method Tex-121-E. The percentage lime test (lime curve) is to be conducted by an approved testing laboratory, in accordance with 01 45 29, prior to the addition of lime to the subgrade. A soil sample shall be made available to the testing laboratory at least ten days prior to application. The lime percentage (lime curve) test shall be paid for by the Contractor. The bid schedule is based on 5% lime stabilized subgrade at the depth specified in the bid item description. If the lime percentage tests show that less than 5% is to be used, then the contractor shall notify the engineer of the difference in writing.

2.2 EQUIPMENT

A. The machinery, tools, and equipment necessary for proper execution of the work shall be on the project and approved by the Engineer prior to the beginning of construction operations. All machinery, tools, and equipment used shall be maintained in a satisfactory and workmanlike manner.

B. Hydrated lime shall be stored and handled in closed weatherproof containers until immediately before distribution on the road. If storage bins are used, they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

C. If lime is furnished in trucks, each truck shall have the weight of lime certified on public scales.

D. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight. Bags varying more than 5 percent from that weight may be rejected and the average weight of bags in any shipment, as shown by weighing 50 bags taken at random, shall not be less than the manufacturer's certified weight.

2.3 EXECUTION

PART 3 - CONSTRUCTION METHODS

A. General

1. It is the primary requirement of this specification to secure a completed course of treated material containing a uniform lime mixture, free from loose, or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.
2. The paving areas shall be constructed to the grades and shapes to conform to the typical sections shown on the plans or as established by the Engineer. The material, either before or after lime is added, shall be constructed to the secondary grade (exposed bottom of lime treatment) and removed or windrowed to expose the secondary grade. Any wet or unstable materials below the secondary grade shall be corrected, as directed by the Engineer, by scarifying, adding lime, and compacting, or other methods until satisfactory stability is obtained.
3. If the Contractor elects to use a cutting and pulverizing machine that will remove the subgrade material accurately to the secondary grade and pulverize the material at the same time, he will not be required to expose the secondary grade nor windrow the material. However, the Contractor shall be required to trim the subgrade, as directed by the Engineer, before using the pulverizing machine and correct any soft areas that this rolling may reveal. This method will be permitted only where a machine is provided which will ensure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall be of such design that a visible indication is always given that the machine is cutting to the proper depth.

B. Application.

Lime shall be spread only on that area where the first mixing operations can be completed during the same working day.

4. The application and mixing of lime with the material shall be accomplished by the methods hereinafter described as "Dry Placing" or "Slurry Placing". When Type A, Hydrated Lime, is specified, the Contractor may use either method, unless otherwise noted on the plans.
5. Dry Placing. The lime shall be spread by an approved spreader or by bag distribution at the rates shown on the plans or as directed by the Engineer.
6. The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind to a minimum. Lime shall not be applied when wind conditions, in the opinion of the Engineer, are such that blowing lime becomes objectionable to traffic or adjacent property owners. A motor grader shall not be used to spread the lime.
7. The material shall be sprinkled as directed by the Engineer, until the proper moisture content has been secured.
8. Slurry Placing.
   a. When Type A, Hydrated Lime, is specified and slurry placement is to be used, the Type A Hydrated shall be mixed with water to form a slurry of the solids content designated by the Engineer.
   b. Where Type B, Commercial Lime Slurry is to be used, it shall be of the minimum solids and purity for the applicable grade being used. The distribution of lime at the rates shown on the plans or as directed by the Engineer shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured.

C. Mixing. The mixing procedure shall be the same for "Dry Placing" or Slurry Placing" as herein described.

1. The material and lime shall be thoroughly mixed by approved road mixers or other approved equipment, and the mixing continued until, in the opinion of the Engineer, a homogeneous friable mixture of material and lime is obtained, such that when all non-slaking aggregates retained on the 3/4" sieve are removed, the remainder of the material shall meet that following requirements when tested from the roadway in the roadway condition by laboratory sieves:

	Percent
Minimum passing 1 - 3/4" sieve	100%
Minimum passing 3/4" sieve	85%

2. The soil-lime mixture shall be sprinkled during the mixing operation as directed by the Engineer to provide optimum moisture in the mixing.
3. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or has had excessive loss due to washing or blowing will not be accepted for payment.

D. Compaction

1. Compaction of the mixture shall begin immediately after final mixing unless approval is obtained from the Engineer. The material shall be aerated or sprinkled as necessary to provide the optimum moisture. Compaction shall begin at the bottom and shall continue until the entire depth of mixture is uniformly compacted by the method of compaction hereinafter specified as the "Density Control" method as indicated on the plans.
2. If the total thickness of the material to be treated cannot be mixed in one operation, the previously mixed material shall be bladed to a window just beyond the area to be treated and the next layer mixed with lime as specified in Section (C). The first layer of the treated material shall be compacted in such a manner that the treated material will not be mixed with the underlying material.
3. When the "Density Control" method of compaction is indicated on the plans the following provisions shall apply:
4. The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below as determined by the use of the compaction ratio-method:

Density, Percent	
Description	(Standard Proctor)
For lime treated subgrade, existing subbase or existing base that will receive subsequent on the subbase or base courses.	Not less than 95 except when otherwise shown on plans.
For lime treated existing subgrade or existing base that will receive additional bases	Not less than 98 except when otherwise shown on the surface courses. subsequent on the subbase or base

5. In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the Engineer. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the required stability, density, and finish before the next course is placed or the work is accepted, it shall be reprocessed and refinished at the expense of the Contractor.

3.2 FINISHING, CURING, & PREPARATION FOR SURFACING

1. After the final layer of the lime treated subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections. The completed section shall then be finished by rolling as directed with a pneumatic tire or other suitable roller sufficiently light to prevent hair cracking. The completed section shall be moist cured for minimum of 7 days before further courses are added or any traffic is permitted, unless otherwise directed by the Engineer. In cases where subgrade treatment or subbase sets up sufficiently to prevent objectionable damage from traffic, such layers may be opened to construction and/or access traffic, and covered by other courses, the day following compaction, unless otherwise directed by the Engineer. If the plans, provide for the treated material to be sealed or covered by other courses of material, such seal or course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer.

END OF SECTION

Section 32 11 23 - FLEXIBLE BASE - CRUSHED LIMESTONE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Item shall govern the materials, placement compaction of Crushed Limestone Base to the lines and grades that are shown on the construction drawings. Crushed Limestone Base thickness for various pavement types are shown on the plans.

1.2 UNIT PRICES

A. Unit Prices

1. Payment for crushed limestone flexible base is on a square yard basis at the thickness shown in the design plans.

1.3 MATERIAL

A. The flexible base shall be Type A Grade 1 in accordance with the most recent version of the Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", Item 247 and meeting in the following requirements:

B. Triaxial Class 1: Min. compressive strength, 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.

RETAINED ON SQUARE SIEVE NUMBER	PERCENT RETAINED
1 1/4" (44 mm)	0
7/8" (22.23 mm)	10-35
3/8" (9.5 mm)	30-50
NUMBER 4 (4.75 mm)	45-65
NUMBER 40 (0.425mm)	70-85

C. Material passing the Number 40 Sieve shall be known as "Binder Materials" and shall meet the following requirements:

Maximum Liquid Limits (L.L)	=	35
Maximum Plasticity Index (P.I.)	=	10
Wet Ball Mill (max)	=	40
California Bearing Ratio (min.)	=	100

D. All aggregate retained on the Number 10 Sieve shall be comprised of only crushed limestone.

E. The Contractor shall not place crushed limestone on the road bed until the Engineer has accepted the shaped and compacted subgrade.

F. The Contractor must maintain the roadbed free of holes, ruts and depressions and in condition to receive the crushed limestone.

G. The Contractor upon request shall provide certification that the material supplied meets the above requirements prior to delivery to the job site. Samples for testing of the material must be taken prior to the compaction operations.

1.4 CONSTRUCTION METHODS

A. The flexible base material shall be placed on the approved subgrade in courses not to exceed six (6) inches compacted depth. It shall be the responsibility of the contractor that the required amount of material be delivered and uniformly spread and shaped. All material has been cut into the windrows, it shall be sprinkled, spread, shaped, and rolled in proper sequence to prevent segregation and as necessary for required compaction.

B. The surface on completion shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of 1/4 inch in cross-section and in length of 16 feet measured longitudinally shall be corrected.

C. Flexible base shall be compacted to an apparent dry density of not less than 98 percent of the maximum dry density as determined in accordance with ASTM Test method D698 (Standard Proctor). Tests for density will be made within 24 hours after compaction operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. Prior to placing any succeeding course of flexible base or surfacing on a previously completed course the density and moisture of the top three (3) inches of flexible base shall be checked and if the tests show the density to be more than 2 percent below the specified compaction and moisture content, it shall be reworked as necessary the density and moisture required.

D. The first density and depth test at a specific location will be made by commercial testing laboratory, in accordance with 01 45 29, designated by the Owner and said tests shall be paid for the Owner. If the test fails, all other tests at the location shall be paid for by the Contractor, by deducting from the final payment.

END OF SECTION

Section 32 12 13.19 - PRIME COAT

PART 1 - GENERAL

1.1 DESCRIPTION

A. "Prime Coat" shall consist of an application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications as directed by the Inspector.

1.2 UNIT PRICES

A. Unit Prices

1. No separate payment will be made for work performed under this Section. Include cost of such work in Contract unit prices for items listed in bid form requiring prime coat.

1.3 MATERIALS

A. The asphalt material for prime coat shall meet the requirement for Cut-Back Asphalt, MC-30, Item 300, "Asphalt, Oils,

SECTION 32 92 00 - TURFGRASS PLANTING

PART 1 - GENERAL

1.01 SCOPE
A. This work includes all labor, materials, and equipment for soil preparation, fertilization, planting, and other requirements regarding turfgrass planting areas shown on the plans.
1.02 RELATED WORK SPECIFIED ELSEWHERE
A. Section 31 21 00 - Fine Grading.
B. Section 32 93 00 - Planting
1.03 SUBMITTALS
A. Delivery Receipts and Invoices: All delivery receipts and copies of invoices for materials used for this work shall be subject to checking by the Owner or his representative and shall be subsequently delivered to the office of the Owner.
B. Samples and Producers' Specifications: Various samples, certificates, and specifications of seed, fertilizer and other materials shall be submitted for approval as required by subsequent sections of this specification.
PART 2 - PRODUCTS
2.01 TURFGRASS
A. Bermudagrass Seed (If specified on plans): Turfgrass seed shall be "Cynodon dactylon" (Common Bermudagrass). seed shall be harvested within one (1) year prior to planting, free of Johnsongrass, field bind weed, dodder seed, and free of other weed seed to the limits allowable under the Federal Seed Act and applicable seed laws. The seed shall not be a mixture. The seed shall be hulled, extra fancy grade, treated with fungicide, and have a germination and purity that will produce, after allowance for Federal Seed Act tolerances, a pure live seed content of not less than 85%, using the formula: purity % times (germination % times plus hard or sound seeds%). Seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations.
1. Certificate Submittal: Prior to planting, provide the Owner or his representative with the State Certificate stating analysis of purity and germination of seed.
B. Ryegrass Seed: Turfgrass seed shall be "Lolium multiflorum" (Italian or Annual Ryegrass). The seed shall be harvested within one (1) year prior to planting and shall be free of perennial ryegrass seed, other grass seed, and weed seed to the limits allowable under the Federal Seed Act and applicable seed laws. Seed shall be at least 95% pure and shall have a 90% minimum germination rate.
C. Certificate Submittal: Prior to planting, provide the Owner or his representative with the State Certificate stating analysis of purity and germination of seed.
D. Turfgrass Grower: Sod shall be supplied by one (or more) of the following growers, alternative growers must be submitted and approved prior to the bid opening per SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS.
1. Thomas Turfgrass
Paige, TX
512-988-0600
2. Legacy Turfgrass
Pleasanton, TX
830-570-3731
3. Hillside Nursery, Inc.
Georgetown, TX
512-930-1300
4. Rod Grass Farm
El Campo, TX
979-543-7588
5. King Ranch Turfgrass
Grandbury, TX
800-388-6112
E. Sod: Sod shall consist of stolons, leaf blades, rhizomes, and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters(¾") inch. Sod shall be alive, healthy, vigorous, free of insects, disease, stones, and undesirable foreign materials and grasses. The grass shall have been mowed prior to sod cutting so that the height of the grass shall not exceed two (2") inches. Sod shall not be harvested or planted when its moisture condition is so excessively wet or dry that its survival will be affected. All sod is to be harvested, delivered, and planted within a thirty-six
(36) hour period of time. Sod shall be protected from exposure to wind, sun, and freezing. If sod is stacked, it shall be kept moist and shall be stacked roots-to-roots and grass-to-grass.
1. Hybrid Bermudagrass - certified "Latitude 36 Bermudagrass" Certificate Submittal: Prior to planting, provide the Owner or his representative with the State Certificate stating analysis of purity hybrid strain.
2. Dimensions: **All sod placed on athletic fields shall have been machine cut in rolls** to uniform soil thickness of one (I") inch plus or minus one-quarter(¼") inch. All sod shall be of the same thickness. Rectangular sections of sod may vary in length, but all shall be of equal width and of a size that permits the sod to be lifted, handled, and rolled without breaking. Typical roll size shall be 42" wide by 100' long. Broken pads and torn, uneven ends will be unacceptable.
3. Architect/Engineer must approve sod and supplier(s) prior to shipment.
2.02 FERTILIZER
A. General: Fertilizer shall be a commercial product, uniform in composition, free flowing, and suitable for application with approved equipment. Fertilizer shall be delivered to the site in fully labeled original containers. Fertilizer which has been exposed to high humidity and moisture, has become caked or otherwise damaged making it unsuitable for use, will not be acceptable.
B. Initial Planting Application: Fertilizer for the initial planting application shall be of N-P-K ratio of 4-5-1 (19-26-5). The phosphorus component must be derived from monoammonium phosphate to stimulate vigorous development of new roots, stolons, and rhizomes. This initial application must be applied and incorporated into the soil immediately prior to sodding or sprigging and applied immediately after seedlings begin to emerge on seeded areas.
1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.
C. Post Planting Application: Fertilizer for the post planting application will be a complete fertilizer of chemical base containing by weight the following percentages of nutrients: 27-3-4
+2% Fe (N-P-K) frommethylene urea or the nitrogen equivalent of 33-3-10. The application rate should provide 1 lb. of N / 1000 sq. ft.
1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.
2.03 HYDROMULCH MATERIALS
A. Mulch: All mulch will be manufactured from hardwoods only and will be refined specifically for turf hydromulch applications. Three-approved mulches are manufactured by Conwed, Weyerhauser, and Texas Fiber Co.
1. Submittal: Submit a sample label or specification and a sample packet of the proposed mulch for the Owner's approval.
PART 3 - EXECUTION
3.01 GENERAL
A. All turfing operations are to be executed across the slope, parallel to finished grade contours.
3.02 SCHEDULE
A. Any seed areas not established by September 15 shall be seeded with ryegrass upon completion of construction. All ryegrass areas will be tilled under, regraded and Bermuda grass distributed during the time period between April 15 and September 15 The Contractor will be responsible for producing an acceptable stand of Bermuda grass as specified.
B. Grass planting can proceed only after the fine grading, has been approved by the Architect/Engineer.
3.03 SOIL PREPARATION
A. Tillage: Tillage shall be accomplished to loosen the soil, destroy existing vegetation, and prepare an acceptable seed/sod bed. All areas shall be tilled with a heavy-duty disc or a chisel-type breaking plow, chisels set not more than ten (10") inches apart. Initial tillage shall be done in a crossing pattern for double coverage, then followed by a disc harrow. Depth of tillage shall be five (5") inches.
B. Cleaning: Soil shall be further prepared by the removal of debris, building materials, rubbish, weeds, and stones larger than three-quarter(¾") inches in diameter.
C. Fine Grading: After tillage and cleaning, all areas to be planted shall be leveled, fine graded, and dragged with a spring-tooth harrow or float drag. The required result shall be the elimination of ruts, depressions, humps, and objectionable soil clods. This shall be the final soil preparation step to be completed before the commencement of fertilizing and planting.
D. Rock Removal: During the soil preparation process, a "Rock Pick" or other approved piece of machinery shall be used to gather surface stones as small as three-quarter (¾") inch in diameter. The Contractor shall be responsible for the disposal of collected materials as waste per "Clean Up," Paragraph 3.12.
3.04 FERTILIZING
A. Initial Planting Application: The fertilizer shall be applied at the rate of nine (9) pounds per one thousand (1000) square feet (400 pounds per acre).
1. Timing: The initial planting application of fertilizer for seeded areas shall be applied after the soil preparation, but not more than two (2) days prior to turfgrass planting. Fertilizer shall be applied over sodded areas after planting, but not more than two (2) days later.
B. Post Planting Application: Thirty (30) days after planting, turfgrass areas shall receive the specified post planting fertilizer at the rate of one (1) pound of nitrogen per one thousand (1,000) square feet (45 pounds per acre).
1. Timing: The Owner or his representative will determine if it is too late in the growing season for the post planting application. In the event that it is, the application shall be made in the spring of the next year, or the cost of the application may become a credit due to the Owner.
2. Post Planting Maintenance: See Paragraph 3.9. Areas without a uniform stand (complete coverage) that must be maintained later than thirty (30) days after the initial planting shall receive subsequent applications of fertilizer, as described above, every thirty (30) days until a uniform stand is achieved.
3.05 PLANTING
A. Seeding: Within two (2) days of soil preparation and initial fertilizing apply Bermuda grass seed at the rate of three (3) pounds per one thousand (1000) square feet (130 pounds per acre)/ryegrass seed at the rate of eight (8) pounds per one thousand (1000) square feet (350 pounds per acre). Seed shall be uniformly placed with a Brillion seeder-cultipacker.
B. Hydromulch Capping: Immediately following seeding operations, all seeded turf areas are to be capped with wood fiber mulch, using conventional "Hydro-Mulch" equipment as manufactured by the Bowie Machine Works, or an approved equal. The hydromulch cap shall be applied at the rate of forty-six (46) pounds per one thousand (1,000) square feet (2,000 pounds per acre), using water at the rate of twenty-three (23) gallons per one thousand (1,000) square feet (1,000 gallons per acre).
C. Solid Sodding:
1. Laying sod: Prior to laying the sod, the planting bed shall be raked smooth to true grade and moistened to a depth of three (3") inches, but not to the extent causing puddling. The sod shall be laid smoothly, tightly butted edge to edge, and with staggered joints.
2. Rolling: The sod shall be pressed firmly into contact with the sod bed by rolling so as to eliminate all air pockets, provide a true and even surface, and insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. All transitions between sod and existing turf areas shall be undercut and rolled to provide a smooth, level transition.
3. Smoothing: Following compaction, fine screened soil of good quality shall be used to fill all cracks between sod sections. Excess soil shall be worked into the grass with suitable equipment and shall be well watered. The quantity of fill soil shall be such that it will cause no smothering of the grass.
4. Topdressing (Required on athletic fields only.): Approximately one week after initial planting of sod the entire sodded area shall be mowed to a height of one (1") inch, then topdressed with a fine sandy loam material that is similar to the topsoil on the field. Topdressing shall be applied at a rate of approximately 0.3 cubic yards per thousand square feet, (0.1" deep). Subsequently, the topdressing shall be worked in and smoothed over with a flexible steel drag mater by brushing.
5. Topdressing and/or rolling shall be repeated at no cost to the owner if the A/E determines additional smoothing is required.
3.06 PROTECTION
A. No heavy equipment shall be moved over the planted turf area unless the soil is again prepared, graded, leveled, and replanted. It will be the responsibility of this Contractor to protect all paving surfaces, curbs, utilities, plant materials, and any other existing improvements from damage. Any damages shall be repaired or replaced at no cost to the Owner. This Contractor will also locate and stake all irrigation heads, valve risers, etc., prior to beginning any soil preparation work.
3.07 IRRIGATION SYSTEM (if applicable)
A. The proposed irrigation system must be complete in all respects and must be completely operational before turfgrass planting may begin. After planting, any breakdowns in the irrigation system attributable to warranty items must be immediately repaired by the Contractor. Otherwise, the cost of replacing the lost turf caused by the Contractor's failure to promptly repair the irrigation system will be fully borne by the Contractor.
B. All turf areas not covered by the proposed irrigation systems must be irrigated with a temporary above-ground irrigation system. The above-ground temporary irrigation system shall remain in place until all non-irrigated turf areas have established an acceptable stand of turfgrass. Contractor shall be responsible for installation, operation and removal of the temporary system. All cost associated with the temporary system shall be borne by the Contractor.
3.08 WATER (Refer to Special Conditions if applicable).
3.09 ESTABLISHMENT AND ACCEPTANCE
A. Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the turfgrass, it shall be the sole responsibility of the Contractor to establish a uniform stand of turfgrass as herein specified. When adverse conditions such
as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the Owner may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of turfgrass.
B. A uniform stand with complete coverage of the specified grass in seeded areas shall be defined as not less than 80% coverage in a ten-foot square area. Growing plants shall be defined as healthy grass plants of two blades or more at least 3 ½" inches tall.
C. Complete coverage of sodded areas shall be defined as no visible joints showing or felt between individual sections of sod and all sections of sod must be firmly rooted to the prepared subgrade.
3.10 POST-PLANTING MAINTENANCE
A. Maintenance shall begin immediately after each grass area is planted. All planted areas will be protected and maintained by watering, weed control, and replanting as necessary for at least thirty (30) days after initial planting and for as long as necessary to establish a UNIFORM STAND OF THE SPECIFIED GRASS and until the entire project has been accepted by the Owner. It is anticipated that a minimum of eight (8) mowings will occur before the grass are accepted by the Owner. All areas which are not completely covered with the specified grass at the end of thirty (30) days will continue to be replanted and maintained by the Contractor until complete coverage and acceptance are achieved.
8. Water: Apply, at a minimum, one-half (½") inch of water over the entire planted area every three days unless sod area is saturated or showing distress from overwatering. conditions. Contractor shall regulate water cycle and turf condition daily until final acceptance of the project.
C. Mowing:
1. Athletic Fields: Once grass is established the planted area shall be mowed at least twice a week with a "reel" type mower during the growing season. Grass shall be mowed to a height of one (1) inch. Mowing during dormant season will be done as necessary. **Contractor shall include at least eight (8) mowings in his bid.**
2. Areas Outside Athletic Fields: Once grass is established the planted area shall be mowed at least once a week during the growing season. Grass shall be mowed to a height of two (2") inches. Mowing during dormant season will be done as necessary. **Contractor shall include at least two (2) mowings in his bid.**
D. Weed Control: No sooner than 45 days after grass has germinated any weed growth shall be arrested by applying MSMA broadcasted over the entire planted area. Additional applications of MSMA will be required to eliminate weed growth that continues to grow after the initial application. MSMA will only be used during the growing season. All week growth during the dormant season will be controlled with spot applications of "Round-Up." "Round-Up" will not be used until the grass is totally dormant.
E. Replanting: All areas that do not produce a UNIFORM STAND OF GRASS must be replanted until a UNIFORM STAND OF GRASS is established.
F. Edging: All turf areas adjacent to paved areas shall be edged to maintain a neat appearance.
3.11 GRADING
A. All grading and placing of topsoil on any given area will be done prior to the turfgrass installation. It will be this Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting turfgrass.
3.12 EROSION CONTROL
A Throughout the project and the maintenance period for turfgrass, it is the Contractor's responsibility to maintain the topsoil in place at specified grades. Topsoil and turfgrass losses due to erosion will be replaced by the Contractor until establishment and acceptance is achieved.
3.13 CLEAN UP
A This Contractor shall remove any excess material or debris brought onto the site or unearthed as a result of his turfgrass operations.
3.13 GUARANTEE
A This Contractor shall guarantee all materials used for this work to be the type, quality, and quantity specified.
END OF SECTION

Section 32 92 19.10 - NATIVE GRASS SEEDING FOR EROSION CONTROL
1.1 Description
This item shall govern the preparation of a seed bed to the lines and grades indicated on the Drawings, sowing of seeds, fertilizing, mulching with straw, cellulose fiber wood chips, recycled paper mulch and other management practices along and across such areas as indicated in the Drawings or as directed by the Landscape Architect or designated representative.
This specification is applicable for projects or work involving either inch-pound or SI units. Within the text, inch-pound units are given preference with SI units shown within parentheses.
1.2 Submittals
The submittal requirements for this specification item shall include:
A. Identification of the type, source, mixture, PLS and rate of application of the seeding.
B. type of mulch.
C. type of tacking agent.
D. type and rate of application of fertilizer.
1.3 Materials
A. Seeds. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS), name and type of seed. The seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Landscape Architect or designated representative.
The amount of seed planted per acre (hectare) shall be of the type specified in sections 6045.6.
B. Water. Water shall be clean and free of industrial wastes and other substances harmful to the growth of grass or the area irrigated.
C. Straw Mulch or Hay Mulch. Straw Mulch shall be oat, wheat or rice straw. Hay mulch shall be prairie grass, Bermuda grass, or other hay approved by the Landscape Architect or designated representative. The straw or hay shall be free of Johnson grass or other noxious weeds and foreign materials. It shall be kept in a dry condition and shall not be molded or rotted.
D Tacking Agents. The tacking agent shall be a biodegradable tacking agent, approved by the Landscape Architect or designated representative.
E. Cellulose Fiber Mulch (Natural Wood). Cellulose Fiber Mulch shall be natural cellulose fiber mulch produced from grinding clean whole wood chips. The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch shall be such, that when applied, the material shall form a strong, moisture-retaining mat without the need of an asphalt binder.
F. Recycled Paper Mulch. Recycled paper mulch shall be specifically manufactured from post-consumer paper and shall contain a minimum of 85% recycled paper content by weight, shall contain no more than 15% moisture and 1.6% ash, and shall contain no growth inhibiting material or weed seeds. The recycled paper mulch shall be mixed with grass seed and fertilizer for hydro-seeding/mulching, erosion control, and a binder over straw mulch. The mulch, when applied, shall form a strong, moisture-retaining mat of a green color without the need of an asphalt binder.
1.4 Construction Methods
A. Preparing Seed Bed. After the designated areas have been rough graded to the lines, grades and typical sections indicated in the Drawings or as provided for in other items of this contract and for any other soil area disturbed by the construction, a suitable seedbed shall be prepared. Contractor to scarify the ground surface to a minimum 4" depth remove all sticks, trash, rocks and other debris and dispose off site prior to seeding/sodding. When solid rock is exposed or encountered within the first 2" depth of existing soil, place a minimum of 4" imported topsoil or approved salvaged topsoil, cultivated and rolled sufficiently to reduce the soil to a state of good tilth, when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deeply for optimum germination. Areas that become crusted shall be reworked to an acceptable condition before sodding The optimum depth for seeding shall be 1/4 inch (6 millimeters). Water shall be gently applied as required to prepare the seedbed prior to the planting operation either by broadcast seeding or hydraulic planting. Seeding shall be performed in accordance with the requirements hereinafter described.
B. Watering. All watering shall comply with City Ordinances. Broadcast seeded areas shall immediately be watered with a minimum of 5 gallons of water per square yard (22.5 liters of water per square meter) or as needed and in the manner and quantity as directed by the Landscape Architect or designated representative. Hydraulic seeded areas and native grass seeded areas shall be watered commencing after the tackifier has dried with a minimum of 5 gallons of water per square yard (22.5 liters of water per square meter) or as needed to keep the seedbed in a wet condition favorable for the growth of grass.
Watering applications shall constantly maintain the seedbed in a wet condition favorable for the growth of grass. Watering shall continue until the grass is uniformly 1 1/2 inches (40 mm) in height and accepted by the Landscape Architect or designated representative. Watering can be postponed immediately after a 1/2 inch (12.5 mm) or greater rainfall on the site but shall be resumed before the soil dries out.
1.5 Non-Native Seeding [NOT USED]
1.6 Native Grass Seeding
The seedbed shall be prepared as specified above.
Seed supplier: Native American Seed, Junction, Texas
800-728-4043 www.seedsource.com
(no approved equals accepted)
The seed mixture and the rate of application shall be as follows:
A. Method A - Broadcast Seeding. The seed or seed mixture in the quantity specified shall be uniformly distributed by mechanical methods over the prepared seed bed areas indicated on the Drawings or where directed by the Landscape Architect or designated representative. Seed and fertilizer may be distributed at the same time, provided that each component is uniformly applied at the specified rate. After planting, the planted area shall be rolled with a corrugated roller of the "Cultipacker" type. All rolling of sloped areas shall be on the contour.
Seed Mixture and Rate of Application for Broadcast Seeding: Thunder Turf -Seeding Rate 130 pounds per 1 acre.
Fertilizer shall be a pelted or granular slow release with an analysis of 15-15-15 to be applied once at planting and once during the period of establishment at a rate of 1 pounds per 1000 square feet.
Mulching shall immediately follow seed and fertilizer application as required.
1.7. Mulch
A. Straw Mulch
Straw mulch shall be spread uniformly over the area indicated or as designated by the Engineer or designated representative at the rate of 2 to 2 1/2 tons of straw per acre (4.5 to 5.6 megagrams of straw per hectare). The actual rate of application will be designated by the Landscape Architect or designated representative. Straw may be hand or machine placed and adequately secured.
B. Fiber Mulch
Cellulose and wood fiber mulch shall be spread uniformly over the area indicated or as designated by the Landscape Architect or designated representative at the rate of 45 to 80 lbs. per 1000 square feet (22 to 39 kilograms per 100 square meters), with tackifier at a rate of 1.4 pounds per 1000 square feet.
C Recycled Paper Mulch
Recycled paper mulch shall be spread over the area indicated on the Drawings or as designated by the Landscape Architect or designated representative at a rate that will provide 100% coverage.
D. Shredded Brush Mulch
Small brush or tree limbs except Juniper, which have been shredded, may be used for mulching Native Grass seeding.
END OF SECTION

SECTION 32 93 00 PLANTING PART

PART 1 - GENERAL

1.01 GENERAL CONDITIONS
The requirements of the "General Conditions of the Contract" and General Requirements, shall apply to all work of this Section with the same force and effect as though repeated in full herein.
1.02 SCOPE OF WORK
Furnish all labor, material, equipment and services necessary to provide all landscape planting, complete in place, as shown on drawings and/or specified herein.
1.03 QUALITY ASSURANCE
A. Source Quality Control:
1. Submit documentation to Project landscape architect within fifteen (15) days after award of Contract that all plant material is available and has been purchased, contracted to be grown, or reserved. Contractor shall be responsible for all material listed on plant list. Any and all substitutions due to unavailability must be requested in writing prior to commencement of installation. All materials shall be subject to inspection by Project Land- scape Architect at any time after confirmation of ordering.
2. Plants shall be subject to inspection and approval of Project landscape architect at place of growth or upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work. Plant materials ap- proved by the Project Landscape Architect shall be tagged with non-removable tags sup- plied by contractor with the project name. Tags shall remain until approval and acceptance of plant material on site.
3. Inspection and tagging of plant material by the Project Landscape Architect is for design intent only and does not constitute the Project Landscape Architect's approval of the plant materials in regards to their health and vigor as specified in Section 2. The health and vigor of the plant material is the sole responsibility of the Contractor.
4. The Contractor shall submit samples and/or specifications of any item being used on site as listed in section 2 herein.
5. Applicable standards for plant material shall be:
a. American Standard for Nursery Stock, latest edition.
b. American Joint Committee on Horticultural Nomenclature, latest edition.
1.04 PRODUCT DELIVERY, STORAGE AND HANDLING
A. Delivery
1. Deliver fertilizer and other packaged materials to site in original unopened containers bearing manufacturers guaranteed chemical analysis, name, trademark, and conformance to State Law.
The Contractor shall furnish Project Landscape Architect with copies of receipts for all
amendments specified in this Section.
2. Deliver all plants with legible identification labels stating proper botanical names and siz- es indicated on plant list.
3. Protect plant material during delivery to prevent damage to root ball, trunks or branches, or desiccation of leaves.
4. The Contractor shall notify the Project Landscape Architect seven (7) days in advance of delivery of all plant materials and shall submit an itemized list of the plants in each delivery.
5. Department of Agriculture certificate shall accompany all grass seed and each delivery of sod used for solid sod or plugging to certify genetic identity and shall be furnished to the Owner.
B. Storage:
1. Maintain and protect plant material, including solid sod, not to be planted within twenty- four (24) hours in a healthy, vigorous condition.
2. Store plant material, including solid sod, in shade and protect from weather. Contractor to provide all water and protection necessary to keep plant material from freezing or drying.
3. Tree delivery and installation shall be coordinated such that they are completed on the same day. Should planting be unavoidably delayed, Contractor shall protect rootballs with a covering material such as sand or mulch, keeping trees in an upright or inclined manner, or other manner acceptable to the Project Landscape Architect.
C. Handling:
1. The Contractor is cautioned to exercise care in handling, loading, unloading and storing of plant materials. Plant materials that have been damaged in any way will be discarded and if installed, shall be replaced with undamaged materials at the Contractor's expense.
2. Under no circumstances is plant material to be handled by stem or trunk. All trees are to be handled with flexible straps secured around rootball.
3. Contractor to protect tree trunks and tree limbs from damage during planting with carpet or burlap strips.
1.05 JOB CONDITIONS
A. Work continuously on the site with exception of bad weather delays until the project is completed and as called for in the General Conditions.
B. Schedule: Install trees, shrubs, and liner stock plant material before lawn installation has commenced. Contractor to coordinate work with all other trades as stated in General Conditions.
1.06 GUARANTEE AND REPLACEMENT
A. All plant material installed under the Contract shall be guaranteed to remain alive and in healthy, vigorous condition for a period of one year after date of written Final Acceptance of project landscape installation.
B. Replace all plant materials that are dead, dying, unsightly or as determined by thePro ject Landscape Architect. Replacements shall be in accordance with the drawings and specifications and shall be guaranteed as set forth in Section A above. The cost of re- placements is at the Contractor's expense. Material is to be replaced within fifteen (15) days of written notice by Owner or Project Landscape Architect.
C. Warranty shall not include damage or loss of plants due to acts of God, theft, fire, acts of vandalism, or negligence on the part of the Owner, as determined by the Project Landscape Architect.
D. Contractor shall remove all staking, guying and wrapping materials at the end of the guarantee period.
PART 2 - PRODUCTS
2.01 MATERIALS
A. General: All materials shall be of standard, approved and first-grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis. Contractor shall supply Project Landscape Architect with a sample of all supplied materials accompanied by analytical data from an approved laboratory source illustrating compliance or bearing the manufacturer's guaranteed analysis. Contractor shall submit a list and manufacturer's product information, including MSDS sheets, of all chemicals to be used on site to Owner for approval prior to any chemical application.
B. Organic Amendment to be composted mulch as manufactured by "Garden-Ville" , "Living Earth Technology", or approved equal. Submit sample and analysis for approval.
C. Soil Amendments:
1. Soil sulfur: Agricultural grade sulfur containing a minimum of 99% sulfur (expressed as elemental).
2. Iron sulfate: 20% iron (expressed as metallic iron), derived from ferric and ferrous sul- fate, 10% sulfur (expressed as elemental).
3. Gypsum: Agricultural grade product containing 98% minimum calcium sulfate.
4. Pre-Emergent Herbicide: Surflan or approved equal.
D. Fertilizer: EZ-Green slow release tablets, percentages by weight, (Nitrogen, Phosphoric acid, Potash), mixed by a commercial fertilizer supplier. Fertilizers for lawns shall be slow release fertilizers. Submit samples to Project Landscape Architect for approval.
E. Import Topsoil (General areas): Contractor to supply high quality imported topsoil of loamy character, high in humus and organic content from local agricultural source. Topsoil to be reasonably free from clay lumps, coarse sands, stones, roots, and other foreign matter. There shall be no toxic amounts of acid or alkaline elements. Red or Orange "sandy loam" will not be acceptable. Submit samples to Project Landscape Architect for approval.
F. Plant Material: Plants shall be in accordance with the Texas State Department of Agriculture's regulation for nursery inspections, rules and rating. All plants shall have a normal habit of growth and shall be full, well branched, well-proportioned and symmetrical. Plants shall be sound, healthy, vigorous and free of insect infestations, plant diseases, sunscalds, and fresh abrasions of the bark, excessive abrasions, or other objectionable disfigurements. Tree trunks shall be sturdy and have well-shaped branching systems and vigorous fibrous root systems. Trees that are not root or pot-bound. The Project Landscape Architect reserves the right to examine the roots of any plant material he determines questionable. Samples to be chosen randomly and shall be at Contractor's expense.
1. Nursery Grown and Collected Stock: All material shall have been grown under climatic and soil conditions similar to those in locality of project. Container-grown stock shall be in vigorous, healthy condition, not root-bound or with root system hardened off, and shall have grown in container from seedling. Containerized stock shall be in vigorous, healthy condition, not root-bound or with root system hardened off and shall have grown in container for a minimum of 8 months. Use only liner stock plant material that is well established in removable containers or formed homogeneous soil sections.
2. All ball and burlap trees shall have firm, natural root balls or sufficient size to encompass the fibrous and feeding root system necessary for full recovery and establishment of the plant. Cracked or soft or "mushroomed" rootballs will be unacceptable. Ball size shall conform to the latest edition of the American Standard for Nursery Stock. B&B materials shall be firmly wrapped with biodegradable burlap.
3. Specimen Stock: When detailed on the Plant List, specimen shall mean exceptionally ful- ly developed, bushy, and heavily branched plants that have been grown individually in the nursery. They shall surpass the normal standard for nursery stock in their density and maturity, and shall form a symmetrical, tightly knit plant or picturesque characteristic if indicated.
G. Lawn Seed: All seed shall be high quality, extra fancy, treated lawn type seed at the purity and germination specified, and shall be furnished in sealed standard containers with signed copies of a statement from the vendor certifying that each container of seed delivered is fully labeled in accordance with the Texas State Agricultural Code and is equal to or better than the requirements of these specifications. Lawn seed to be free of weed or noxious grass seeds. Submit sample and analysis for approval.
H. Sodding: Refer Specification 32-9000 - Turfgrass Planting
I. Native Grass Seeding for Erosion Control: Refer Specification 02932-N
J. Guying and Staking Materials: Reference plans for tree staking details that apply to portions of the project.
1. Stake trees as specified on landscape details.
K. Tree Paint: Morrison Tree Seal, Cabort Tree Paint, or approved equal.
L. Water: Furnished by Owner on site through irrigation system at hose bib locations; all hoses,
transportation across site and other necessary distribution to be provide by Contractor. If irrigation system is not functional or part of contract upon completion of planting, provide wha- ever means necessary to ensure that all material is watered and maintained.
M.Mulch:
1. Tree and Pit Planted shrubs: Mulch shall consist of shredded cedar or hardwood mulch mixture of varied lengths (1"-3") such that when installed will form a mat resistant to erosion. Mulch to be partially decomposed and shall be free of sticks, stones, clay or other foreign materials.
PART 3 - EXECUTION
3.01 INSPECTION
A. Obtain Owner's certifications that rough grades to plus or minus 0.10' have been established prior to commencing planting operations. Provide for inclusion of all amendments, settling, etc. Landscape Contractor shall be responsible for shaping and fine grading all planting are- as indicated on plans or as directed by Project Landscape Architect.
B. Verify location of all utilities prior to pit excavation and grading. Contractor is responsible for any damage to utilities and Owner's property. Coordinate with all other site contractors.
C. Inspect trees, shrubs and liner stock plant material for injury, insect infestation and trees and shrubs for improper pruning. Do not begin planting of trees until deficiencies are corrected or plants replaced.
D. Quantities shown on the plans are for the convenience of the Contractor. In case of discrepancy between the plant list and the plans, the plans shall govern. The Contractor is also re- sponsible for determining the quantities needed to complete the installation to the full extent dimensioned on the drawings.
E. An automatic underground irrigation system may be part of the Contract. Contractor may co- ordinate the work to allow for the use of the system to irrigate the work in progress. Failure to adequately coordinate the work shall not relieve the Contractor of the need to provide water to landscape material up until Final Acceptance of the work.
3.02 PREPARATION
A. Soil Preparation:
1. Grades: Contractor to receive site at approximately finish grade unless otherwise noted on plan. Minor modifications to grade may be required by Contractor to establish final grade. Contractor will be responsible for removal of minor rocks and debris.
2. Soil Testing: The Owner and Project Landscape Architect reserve the right to require soil testing and results listing pH, fertility levels and percentages of sand, silt, and clay. From this, the contractor may be required to submit to the Owner and Project Landscape Architect recommendations for soil amendments and fertilizers if different than those listed below. For bid purposes, use the soil amendment procedures listed.
B. Excavation:
1 Continuous planting beds, depth of excavation: 4 - 8 inches minimum below finish grade
One-gallon shrubs - 12 inches minimum below finish grade
Five-gallon shrubs -16 inches minimum below finish grade
2. Tree and shrub pit dimensions:
depth: 1-1/2 times the root ball (vertical sides) width: 1 foot wider than the diameter of the rootball
3. All excess soil excavated from beds to be disposed of in a lawful manner off site unless by written consent, the Project Landscape Architect directs the Contractor to supplement lawn area with approved excavated soil or provides a spoil disposal area on site.
4. Contractor shall fracture and break rock or clay if encountered in excavation and perform a drainage test. The tree, shrub, or planting pits shall be filled with water and shall drain completely within a 24-hour period to be acceptable for planting. Notify Project Land - scape Architect upon such occurrences.
5. Contractor to scarify bottom and sides of pit to ensure that glazing of clay pit does not oc- cur. Contractor to be responsible to provide adequate drainage through shrub beds to prevent water logging of plants. Notify Project Landscape Architect if inadequate drain- age in shrub beds occurs.
C. Backfill Mix for planting is to be provided; the standard plant bed mix as manufactured by "Living Earth Technology", "Gardenville" or approved equal.
1. Contractor to provide 48 hours' notice to Project Landscape Architect prior to mixing of any soil on site for approval of amendments and mixed soil.
2. If soils are mixed off site, contractor shall submit location of pre-mix and mix analysis for Project Landscape Architect.
D. Pre-Plant Weed Control:
1. Spray weeds with a nonselective systemic contact herbicide, as recommended and ap- plied by an approved licensed applicator.
2. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at least 1/2" below the surface of the soil.
3.03 PLANT INSTALLATION
A. Coordination:
1. If part of contract, Contractor to coordinate with Irrigation Contractor to insure functional irrigation system prior to any tree, shrub and groundcover installation.
B. Layout of Major Plantings: Tree locations and outlines of planting beds shall be marked on the ground by the Contractor before any plant pits are dug. The Project Landscape Architect shall approve all such locations. If underground construction or utility line is encountered in the excavation of planting areas, other location for planting may be selected by the Project Landscape Architect.
C. Planting of Trees and Shrubs:
1. Protect all areas from excessive compaction when trucking plants or other material to the planting site. Protect existing site amenities during landscape operations.
2. Removal of containers:
a. Remove bottom of plant boxes before planting. Remove sides of box without damage to
root ball after positioning plant and partially backfilling.
b. Remove top 1/3 of burlap from balled and burlap materials after setting plant.
c. Remove all plastic fabrics, containers, ropes and wires from shrub and tree canopies and root balls.
3. All plants shall be set upright and plumb in center of hole. Plants or trees in formal plantings shall be laid out according to dimensions on plans. Plants shall be set to give best appearance. All plants shall be set slightly above (no more than 2"), or level with finished grade up- on completion of planting operations. Adjust tree and shrub elevations should settlement occur.
4. Backfill pits immediately upon setting until hole or trench is one-half full. Hole should then be filled with water and tamped sufficiently to remove any air pockets.
5. Plant Tablets:
a. After the water has completely drained, planting tablets shall be placed as indicated be- low:
Three tablets per 15-gallon container Four tablets per 24" box or 2" tree Five tablets per 30" box or 3" tree Six tablets per 36" box or 4" tree Seven tablets per 42" box or 5" tree Eight tablets per 48" box or 6" tree
Planting tablets shall be set with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified by the Project Landscape Architect.
6. Complete backfilling operations. Construct a 4" min. water retention basin around plant pit with topsoil. Apply pre-emergent herbicide. Spread minimum 3" deep specified mulch within tree basins and all pit planted shrubs. Spread minimum 3" deep specified mulch within all planting beds.
7. Pruning: Trees shall be pruned and thinned out if there are too many internal branches. The trees should be open to allow more sunlight into the entire tree and too shape the tree. Weak crouches are to be removed. Remove dead or injured twigs and branches. Pruning may not be done prior to delivery of plants. Cuts over 3/4" in diameter shall be painted with specified tree paint. Trees that do not have a central leader will be rejected.
8. Staking: Staking of all trees shall be completed immediately after planting. All stakes shall be installed plumb and as indicated in details.
9. Planting of Shrubs (mass), ground covers and annuals:
a. After excavation and scarification of planting bed, Contractor to fill bed with 4" specified backfill mix and apply Agricultural Gypsum at the rate of 50 lbs./1000 S.F. complete backfilling with specified mix to finished grade. Edging, if specified, shall be installed at this time.
b. Plants shall be installed in straight rows and evenly spaced to fill bed, unless otherwise noted, and at intervals called out in the drawings. Triangular spacing shall be used un- less otherwise noted on the drawings.
c. After installation of all shrubs, groundcover and annuals, plantings shall be watered thoroughly. Any settling of plants or finished grade that occurs shall be repaired prior to installation of mulch. Finished grade of planting beds to be 1/2" below finished grade of adjacent pavement or curb.
d. After water has drained from planting, but not more than 24 hours later, Contractor to ap- ply pre-emergent weed control according to manufacturer's specifications.
e. Following pre-emergent weed control applications, Contractor to install specified mulch to full 3" depth over entire bed area.
3.04 LAWN APPLICATION
A. Coordination:
1. Install hydromulch, plug or sod after tree, shrub and groundcover installation is complete.
2. If part of contract, Contractor to coordinate with Irrigation Contractor to insure functional irrigation system prior to any lawn installation.
B. Preparation:
1. Pre-Plant Weed Control:
a. If weeds exist within proposed landscape areas at the beginning of work, spray with a nonselective systemic contact herbicide, as recommended and applied by an approved licensed applicator.
b. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at least 1/2

EXHIBIT "D"

GENERAL CONDITIONS

ARTICLE 1- DEFINITIONS
Wherever used in these General Conditions or in the other CONTRACT DOCUMENTS the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the CONTRACT DOCUMENTS.

AGREEMENT- The written Agreement between OWNER and CONTRACTOR covering the Work to be performed; other CONTRACT DOCUMENTS are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT- The form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the CONTRACT DOCUMENTS.

BID- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS- Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER- A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revisions in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS- The Agreement, Addenda (which pertain to the CONTRACT DOCUMENTS), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

CONTRACT PRICE- The moneys payable by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS as stated in the Agreement.

CONTRACT TIME- The number of days (computed as provided in paragraph 17.2) or the date

stated in the Agreement for the completion of the Work.
CONTRACTOR- The person, firm or corporation with whom OWNER has entered into the Agreement.

DEFECTIVE- An adjective which when modifying the word Work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the CONTRACT DOCUMENTS, or does not meet the

requirements of any inspection, reference standard, test or approval referred to in the CONTRACT DOCUMENTS, or 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 14.8 or 14.10).

DRAWING- The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the CONTRACT DOCUMENTS.

EFFECTIVE DATE OF THE AGREEMENT- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER- The person, firm or corporation named as such in the Agreement.

FIELD ORDER- A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS- Those described in Pages TS-1 through TS-7 of the Specifications.

LAW AND REGULATIONS; LAW OR REGULATIONS- Laws, rules, regulations, ordinances, codes and/or orders.

NOTICE OF AWARD- The written notice by OWNER or ENGINEER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

NOTICE TO PROCEED- A written notice given by OWNER or ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform CONTRACTOR'S obligations under the CONTRACT DOCUMENTS.

OWNER- The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
PARTIAL UTILIZATION- Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT- The total construction of which the Work to be provided under the CONTRACT DOCUMENTS may be the whole, or a part as indicated elsewhere in the CONTRACT DOCUMENTS.

RESIDENT PROJECT REPRESENTATIVE- The authorized representative of ENGINEER, who is assigned to the site or any part thereof.

SHOP DRAWINGS- All drawings, diagrams, illustrations, schedules and other date which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by Supplier and submitted by CONTRACTOR to illustrate material or equipment

for some portion of the Work.

SPECIFICATIONS- The portions of the CONTRACT DOCUMENTS consisting of written technical description of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUB-CONTRACTOR- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION- The Work (or a specified part thereof) which has progressed to the point where, in the opinion of ENGINEER as evidence by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the CONTRACT DOCUMENTS, so that the Work, (or specified part) can be utilized for the purpose for which it is intended; or if there by no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

SUPPLEMENTAL GENERAL CONDITIONS- The part of the CONTRACT DOCUMENTS which amends or supplements these General Conditions.

SUPPLIER- A manufacturer, fabricator, supplier, distributor, material-man or vendor.

UNDERGROUND FACILITIES- All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing

such facilities which have been installed underground to furnish any of the following service or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UNIT PRICE WORK- Work to be paid for on the basis of unit prices.

WORK- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the CONTRACT DOCUMENTS. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the CONTRACT DOCUMENTS.

WORK DIRECTIVE CHANGE- A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraphs 4.2 and 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

WRITTEN AMENDMENT- A written amendment of the CONTRACT DOCUMENTS, signed by

OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the CONTRACT DOCUMENTS.

ARTICLE 2- PRELIMINARY MATTERS DELIVERY OF BONDS:
2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as Contract may be required to furnish in accordance with paragraph 5.1.

COPIES OF DOCUMENTS:

2.2. OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise specified in the Supplementary Conditions) of the CONTRACT DOCUMENTS as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:
2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, 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 thirty days after the Effective Day of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid Opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

STARTING THE PROJECT:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the CONTRACT DOCUMENTS, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER FOR review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 A preliminary schedule of Shop Drawings submissions; and

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis of progress payments during construction. Such prices will include an appropriate

amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.

PRE-CONSTRUCTION CONFERENCE:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

FINALIZING SCHEDULES:

2.9 At least ten days before submission of the First Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE INTENT:
3.1. The CONTRACT DOCUMENTS comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK. The CONTRACT DOCUMENTS are complementary; what is called for by one is as binding as if called for by all. The CONTRACT DOCUMENTS will be construed in accordance with the law of the place of the Project.

3.2 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. Any Work, materials or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such works shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the CONTRACT DOCUMENTS) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the

Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 or 9.16. Clarifications and interpretations of the CONTRACT DOCUMENTS shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the CONTRACT DOCUMENTS, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy on the CONTRACT DOCUMENTS unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4 The CONTRACT DOCUMENTS may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. A formal Written Amendment,

3.4.2. A Change Order (Pursuant to paragraph 10.4), or

3.4.3. A Work Directive Change (Pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or Written Amendment.

3.5. In addition, the requirements of the CONTRACT DOCUMENTS may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. A Field Order (Pursuant to paragraph 9.5),

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall 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; and they shall not reuse any of them on extensions of the Project of any other project without written consent of the OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1 OWNER shall furnish, as indicated in the CONTRACT DOCUMENTS, the lands upon which the Work is to be performed, Rights-of-Way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the CONTRACT DOCUMENTS. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, Rights-of-Way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
PHYSICAL CONDITIONS:

4.2.1. Explorations and Reports: Reference is made to the Supplementary conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations for opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to sub-surface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and sub- surface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
4.2.3. Report to Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the CONTRACT DOCUMENTS,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the CONTRACT DOCUMENTS or that because of newly discovered conditions a change in the CONTRACT DOCUMENTS is required, a Work directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extend that they are attributable to any such inaccuracy or difference.

If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made thereof, as provided in Articles 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. Shown or Indicated: The information and data shown or indicated in the CONTRACT DOCUMENTS with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the CONTRACT DOCUMENTS, for coordination of the Work with the owners of such Underground Facilities during construction, for safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonable have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing and Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the CONTRACT DOCUMENTS should be modified to reflect and document the consequences of the existence of the Underground Facility, and the CONTRACT DOCUMENTS will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim thereof as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgement are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General

Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point 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 by professionally qualified personnel.

ARTICLE 5 - BOND AND INSURANCE PERFORMANCE AND OTHER BONDS:
5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the CONTRACT DOCUMENTS. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulations or by the CONTRACT DOCUMENTS. CONTRACTOR shall also furnish such other Bond as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR'S LIABILITY INSURANCE:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result form CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS, whether it is to be performed or furnished by CONTRACTOR, by any Sub-Contractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
5.3.1. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR’S employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;
5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplemental General Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior to a written notice been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

CONTRACTUAL LIABILITY INSURANCE:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs
6.30 and 6.31.

OWNER'S LIABILITY INSURANCE:

5.5. (Deleted) PROPERTY INSURANCE:
5.6. – 5.10 (Deleted)

WAIVER OF RIGHTS:
5.11.1. CONTRACTOR waives all rights against OWNER for all losses and damages caused by any of the perils covered by the policies of insurance provided under the Supplemental General Conditions and any other property insurance applicable to the Work, and also waives all such rights against the Sub-Contractors, ENGINEER, ENGINEER'S Consultants and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each sub-contract between CONTRACTOR, and a Sub-Contractor will
contain similar waiver provisions by the Sub-Contractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. CONTRACTOR intends that any policies provided under the Supplemental General Conditions shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the

event of payment of any loss or damage the insurer will have no rights or recovery against any of the parties named as insured or additional insured and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant or any Sub- Contractor, CONTRACTOR will obtain the same.

RECEIPT AND APPLICATION OF PROCEEDS:

5.12. (Delete)

5.13. (Delete)

ACCEPTANCE OF INSURANCE:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the CONTRACT DOCUMENTS, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date or delivery of such certificates to OWNER in accordance with paragraph 2.7. CONTRACTOR shall each provide to OWNER, such additional information in respect of insurance provided by each as the OWNER may reasonably request. Failure by OWNER to give such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the CONTRACTOR as complying with the CONTRACT DOCUMENTS.

PARTIAL UTILIZATION- PROPERTY INSURANCE:

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10. The insurers of CONTRACTORS providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES SUPERVISION AND SUPERINTENDENCE:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skill and expertise as may be necessary to perform the Work in accordance with the CONTRACT DOCUMENTS. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection or a specific means, method, technique, sequence or procedure or construction which is indicated in and required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the CONTRACT DOCUMENTS.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT:

6.3. 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 at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons of the Work or property at the site or adjacent thereto, and except as otherwise indicated in the CONTRACT DOCUMENTS, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing start-up, and completion of Work.

6.5. All materials and equipment shall be of good quality and new, except, as otherwise provided in the CONTRACT DOCUMENTS. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable
Supplier, except as otherwise provided in the CONTRACT DOCUMENTS; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 6.16.

ADJUSTING PROGRESS SCHEDULE:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. Whenever materials or equipment are specified or described in the CONTRACT DOCUMENTS by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use

as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitutes for use 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 Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment or any license fee of royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims or other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the CONTRACT DOCUMENTS. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1, as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the CONTRACT DOCUMENTS occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating each proposed substitute.

CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHER:

6.8.1. CONTRACTOR shall not employ any Sub-Contractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Sub- Contractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

If the Supplementary Conditions require the identity of certain Sub-Contractors, Suppliers or other persons or organizations (including those who are to furnish the principal items or materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection

in bidding documents or the CONTRACT DOCUMENTS) of any such Sub-Contractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Sub-Contractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject
defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Sub-Contractor's, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct and indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the CONTRACT DOCUMENT shall create any contractual relationship between OWNER or ENGINEER and any such Sub-Contractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Sub-Contractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Sub-Contractors or Suppliers or delineating the Work to be performed by any specified trade.

6.11 All Work performed for CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between CONTRACTOR and Sub-Contractor which specifically binds the Sub-Contractor to the applicable terms and conditions of the CONTRACT DOCUMENTS for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11.

PATENT FEES AND ROYALTIES:

6.12. 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 a particular 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 and ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the CONTRACT DOCUMENTS. CONTRACTOR shall indemnify, hold harmless and defend at its cost, OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.13. Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or if there are not Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws and Regulations applicable to furnishing and performing of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Law or Regulations.

6.14.2 If CONTRACTOR observes that the Specification of Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, any necessary changes will be authorized by one of the methods indicated in paragraph 3.4.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to made certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.15. 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.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the CONTRACT DOCUMENTS and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by at law. CONTRACTOR shall, to the fullest extend permitted by Law and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of Engineers, Architects, Attorneys and other professional and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable,
brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of work done by CONTRACTOR under the CONTRACT DOCUMENTS. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from such accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENTS.

6.18. 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 property to stresses or pressures that will endanger it.

DOCUMENTS:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and Written Interpretations and Clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these Record Documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

SAFETY AND PROTECTION:

6.20. CONTRACTOR shall be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site.

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damages, injury or loss to any property referred to in paragraphs 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, and Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or

furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omission of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

EMERGENCIES:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened 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 thereby. If ENGINEER determines that a change in the CONTRACT DOCUMENTS is required because of the action taken in response to any emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review an approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in General Requirements) of all Shop Drawings, which bear a stamp written indication that CONTRACTOR has satisfied CONTRACTOR’S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be completed with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the CONTRACT DOCUMENTS. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or

sample with other Shop Drawings and samples and with the requirements of the Work and the CONTRACT DOCUMENTS.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the CONTRACT DOCUMENTS, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the CONTRACT DOCUMENTS and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. 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 by ENGINEER or previous submittals.

6.27. ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

INDEMNIFICATION:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expense, direct, indirect or consequential (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professional and court and arbitration costs)

arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of OWNER, CONTRACTOR, and Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a partly indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee or Contractor, any Sub-Contractor, and person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall 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 Sub-Contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not exceed to the liability of ENGINEER, ENGINEER'S consultants, agents or employees arising out of the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7-OTHER WORK RELATED WORK AT SITE:

7.1. OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the CONTRACT DOCUMENTS, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure to report will constitute and acceptance of the other work as fit and
proper for integration with CONTRACTOR'S work except for latent or non-apparent defects in the other work.

COORDINATION:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8-OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment or ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the CONTRACT DOCUMENTS shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

OWNER shall furnish the data required of OWNER under the CONTRACT DOCUMENTS promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.14.

8.4. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of sub-surface conditions at the site and existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. (Delete)

8.6 OWNER is obliged to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services on CONTRACTOR
under certain circumstances

ARTICLE 9-ENGINEER'S STATUS DURING CONSTRUCTION OWNER'S REPRESENTATIVE:
9.1. 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 DOCUMENTS and shall not be extended without written consent of OWNER and ENGINEER.

VISITS TO SITE:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the CONTRACT DOCUMENTS. ENGINEER will not be required to made exhaustive or continuous on-site inspections 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 complete Work will conform to the CONTRACT DOCUMENTS. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

PROJECT REPRESENTATION:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplemental Conditions. If OWNER designates another agent to represent OWNER at the site who is not the ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be provided in Supplemental Conditions.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the CONTRACT DOCUMENTS (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the CONTRACT DOCUMENTS. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the
amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS IN WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the CONTRACT DOCUMENTS which do not involve an adjustment in the Contract Price of the Contract Time and are consistent with the overall intent of the CONTRACT DOCUMENTS. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the

amount thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

REJECTING DEFECTIVE WORK:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or complete.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER'S responsibility as to Change Orders, see Articles 10,11, and 12.

9.9. In connection with ENGINEER'S responsibility in respect of Applications for Payment, etc, see Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. (Delete)

DECISIONS ON DISPUTES:

9.11. ENGINEER will be the initial interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the CONTRACT DOCUMENTS pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract
Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows and additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. Then rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except and which have been waived by the making or acceptance of final payments as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR or such rights or remedies as either may otherwise have under the CONTRACT DOCUMENTS or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the CONTRACT DOCUMENTS nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-Contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the CONTRACT DOCUMENTS the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction review or judgment will be solely to evaluate the Work for compliance with the CONTRACT DOCUMENTS (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 and 6.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, technique, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the CONTRACT DOCUMENTS.

9.16. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Sub-Contractor, any Supplier or any other person or organization performing or furnishing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized, be a written amendment, a Change Order or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the CONTRACT DOCUMENTS (except as otherwise specifically indicated).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent if any of an increase or decrease in the Contract Price or an extension of shortening of the Contract Time that should be allowed as a result of a work directive change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to any increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the CONTRACT DOCUMENTS as amended modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of any emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments)

covering:

10.4.1. Changes in the Work that are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the CONTRACT DOCUMENTS and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work of the provisions of the CONTRACT DOCUMENTS (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11-CHANGE OR CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order of any claim for an increase or decrease in the Contract Price shall be determined in of the following ways:

11.3.1. (Delete)

11.3.2. By mutual acceptance of a lump sum, which at the discretion of OWNER may be based in whole or in part on the same unit costs outlined in the Bid included in the CONTRACT DOCUMENTS which

may include an allowance for overhead and profit.

ARTICLE 12-CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any Claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire
adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 1.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the CONTRACT DOCUMENTS are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the CONTRACT DOCUMENTS and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

ACCESS TO WORK:

13.2. ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies an governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTION:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If laws and Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a supplier or materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals other than those which are required by the CONTRACT DOCUMENTS shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the CONTRACT DOCUMENTS.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S EXPENSE.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, a 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, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim thereof, may make a claim therefore as provided in Article
11. If, however, such work is not found to be defective, CONTRACTOR shall be allowed to

increase in the Contract Price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER MAY STOP THE WORK:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the CONTRACT DOCUMENTS, 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 shall not give rise to any duty on the part of OWNER to exercise this rights for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct al defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE-YEAR CORRECTION PERIOD:

13.12. If within one year after the date of issue of the Certificate of Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS or by any specific provision of the CONTRACT DOCUMENTS, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected pr the rejected work removed and replaced, and all direct, indirect and consequential costs and replacement (including but not limited to fees and charges of engineers, architect, attorneys, and other professionals) will be paid by CONTRACTOR.

ACCEPTANCE OF DEFECTIVE WORK:

13.13. If, instead of requiring correction of removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such cost to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to

the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER MAY CORRECT DEFECTIVE WORK:

13.14. If COCNTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the CONTRACT DOCUMENTS, or if CONTRACTOR fails to comply with any other provision of the CONTRACT DOCUMENTS, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and 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, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site 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 such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in Exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and OWNER consequential costs will include but not be limited to fees and charges of engineers, architects, and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION SCHEDULE OF VALUES:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application of Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENT:

14.2 At least twenty days before each progress payment is scheduled (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. 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 shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and

encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

CONTRACTOR'S WARRANTY OF TITLE:

14.3. CONTRACTOR warrants and guarantees that title to 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.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, 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 re-submit the Application twenty (20) days after the presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by
OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the CONTRACT DOCUMENTS (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the CONTRACT DOCUMENTS, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspection have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the CONTRACT DOCUMENTS or that there may be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S

opinion, it would be incorrect to make such representation to OWNER. ENGINEER may also refuse to recommend any such payment, or because of tests, nullify any such payments previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14.

14.7.4. ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR'S performance of furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written Notice (with a copy to ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8 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. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. 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 fourteen 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 fourteen 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 (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER 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, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and

to inform ENGINEER 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.

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

PARTIAL UTILIZATION:

14.10. Use by OWNER of any finished 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 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:

14.10.1. 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, CONTRACTOR will certify to OWNER and ENGINEER that said 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, the provisions of paragraphs 14.8 and 14.9 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.

14.10.2 OWNER at any time may request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to

compliance with the requirements of paragraph 5.15 in respect of property insurance. FINAL INSPECTION:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will 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 remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents-all as required by the CONTRACT DOCUMENTS, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the CONTRACT DOCUMENTS, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that 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; and consent of the surety, if any, to final payment. If any Sub-Contractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

FINAL PAYMENT 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, all 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 final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment.

Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. otherwise, the ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 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 in paragraph 5.1, 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.

CONTRACTOR'S CONTINUING OBLIGATION:

14.15. CONTRACTOR'S obligation to perform and complete the Work in accordance with the CONTRACT DOCUMENTS shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the CONTRACT DOCUMENTS or release of CONTRACTOR'S obligation to perform the Work in accordance with the CONTRACT DOCUMENTS.

WAIVER OF CLAIMS:

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

14.16.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the CONTRACT DOCUMENTS or the terms of any special guarantees specified therein; however it will constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the CONTRACT DOCUMENTS; and

14.16.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15- SUSPENSION OF WORK AND TERMINATION OWNER MAY SUSPEND WORK:
15.1 OWNER may at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER MAY TERMINATE:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filling, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose or enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing as inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR persistently fails 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 of failure to supply sufficient skilled workers or suitable materials or equipment of failure to adhere to the progress schedule established under
paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Law or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the CONTRACT DOCUMENTS; OWNER (and the surety, if there be one) seven days written the extent notice and to permitted by Laws and Regulations, terminate the CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion) incorporated in the Work all materials and equipment stored elsewhere and finish the Work as Owner may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights to remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 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

occur. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expense, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period or more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted,
or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - ARBITRATION
Deleted

ARTICLE 17 - MISCELLANEOUS GIVING NOTICE:
17.1 Whenever any provision of the CONTRACT DOCUMENTS requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address know to the giver of the notice.

17.2.1. When any period of time is referred to in the CONTRACT DOCUMENTS 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 on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

GENERAL:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a

reasonable time of the first observance of such injury or damage. The provision of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligation imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, 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 and Regulations, by special warranty or guarantee or by other provisions of the CONTRACT DOCUMENTS, and the provisions of this paragraph will be as effective as if repeated specifically in the CONTRACT DOCUMENTS in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the CONTRACT DOCUMENTS will survive final payment and termination or completion of the Agreement.

17.5 STANDARD WORK HOURS: The standard work hours for the OWNER is 8:00 am to 5:00 pm, Monday through Friday. Should the Contractor elect to work on Saturday, Sundays or holidays, he shall be responsible for paying overtime charges for the OWNERS personnel involved. These charges will be at cost and will be calculated either at time and a half or double time, as applicable to the particular day being worked. Pre-approval shall be obtained from the Engineer or Engineer's representative by completing and signing a OWNER'S Form entitled "CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION", prior to commencing any overtime work.

Any work done outside the standard workday, without prior authorization, shall be considered under unauthorized work. The Contractor is required to pay the overtime wages of the OWNER Inspectors that work overtime Mondays through Fridays at time in a half. The Contractor is responsible for the overtime wages of the ONWER inspectors that work Holidays at double time. Minimum hours will be billed to contractor for callouts or for insufficient notice of two (2) hours.

17.6 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, ENGINEER'S SUBCONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND OTHER CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OR ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE: (i) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND

(ii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY PERSON, OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE

LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH PERSON OR ENTITY. CLAIMS, COSTS, LOSSES, DAMAGES, SUITS AND CAUSES OF ACTION, AND ANY AND ALL LIABILITY, COSTS, EXPENSES, SETTLEMENTS, DAMAGES, AND JUDGEMENTS INCURRED IN CONNECTION THEREWITH (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTES RESOLUTION COSTS) WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACTOR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER… (iii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONTRACTOR…. REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER…. CONTRACTOR'S OBLIGATIONS OF INDEMNIFICATION UNDER THIS PARAGRAPH 6.20.1 SHALL NOT BE LIMITED BY THE AMOUNT OF ANY INSURANCE.

VIDEOTAPING: The Contractor shall videotape the entire job site, including access to the job site, prior to commencing work. A copy of the videotape shall be provided to the City at the Pre-Construction Conference. The videotape will be held for historical purposes and for resolving complaints/claims from affected property owners. Failure to provide such a tape shall render the contractor liable for claims. Acceptable format is standard VHS tape. Beta format is not acceptable.

Monthly videotaping by the contractor during construction is recommended to protect the contractor's interest against claims and as a basis for extras.

EXHIBIT "E"

SPECIAL CONDITIONS

1. COMPLETION TIME AND LIQUIDATED DAMAGES

The project as indicated in the Plans and Specifications shall be completed within the number of consecutive calendar days stated in the Contract beginning the date of the notice to commence work. Contractors shall submit a monthly request for time extensions, and such requests shall include justification in conformance with the Contract. The time set forth in the Proposal for the completion of the work is an essential element of the contract. The Contractor and Owner understand and agree that a breach of this Contract as to completion on time will cause damage to the Owner. The parties agree that for each and every calendar day the work or an portion thereof shall remain uncompleted after the expiration of the time limits, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as penalty, but as liquidated damages and added expense of engineering and overhead.

The Contractor shall within the (10) days from the beginning of any delay notify the Engineer, in writing, of the causes of delay. The Engineer shall ascertain the facts, and the extent of delay and his findings of the facts thereon shall be final and conclusive.

2. CONTRACT DRAWINGS

The Contractor will be furnished three (3) complete sets of drawings by the Engineer for use during construction of the project. Only Plans and Specifications marked "Approved for Construction" and bearing signature of the Engineer on said mark shall be used as construction drawings. Any additional set of construction plans can be provided to contractor upon payment of $100.00.

3. DISPOSAL OF RUBBISH

It shall be the responsibility of the Contractor to dispose of all rubbish, brush, fencing, trees or other objectionable materials by burning, removal form the site or whatever means necessary to effect such disposal.

4. UTILITY SERVICES FOR CONSTRUCTION

Contractor will be responsible for furnishing water or any other utility services required for construction of project.

5. TESTING, INSPECTION AND CONTROL

Testing and inspection of materials required by these specifications shall be by a commercial testing laboratory. The laboratory shall be selected by the Owner and laboratory services and field testing required by the Technical Specifications for control of work, such as testing of concrete cylinders made on the job shall be paid for by the Contractor. Additional laboratory services as dictated below shall be

paid for y the Contractor:

A. The cost of laboratory services required to establish mix design for Portland Cement Concrete and Asphaltic concrete mixture, testing of aggregates, fixing gradations, the preparations and testing of design cylinders or specimens and other such services required to establish mix design, or to redesign the mix when required due to change in source of materials.

B. The Contractor shall furnish all materials and test specifications for testing as selected by the Testing Agency.

C. Mills test will be required for reinforcing steel, and cement, and mill certificates will be acceptable when it is definite that the test sheets apply to the material being supplied.

D. Any tests or inspections performed exclusively for the Contractor's convenience and for retests caused by initial nonconformance of the materials with the Contract Documents.

The testing mentioned in this section will be performed at a frequency required by the specification or at a frequency determined by the Engineer or the Engineer's representative. The Engineer shall require sufficient testing to ensure that the requirements of the specifications are met by the Contractor.

6. LICENSE, FEES AND PERMITS

It shall be the Contractor's responsibility to make necessary applications and obtain all permits required by all agencies, including, but not limited to, the City, County, State, and Federal government for this project.

7. TRAFFIC

It shall be the responsibility of the Contractor to provide for the safety and convenience of traffic so as to comply with all existing traffic regulations and ordinances as may apply.

8. UNDERGROUND OBSTACLES

Pipelines and other existing underground installations and structures in the vicinity of the work are shown on the drawings according o the best information available to the Owner. The Owner does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipelines, conduits and structures by contacting owners of underground utilities an by prospecting in advance of trench excavation. The repair of existing utilities cut by the Contractor shall be made at the expense of the Contractor, and shall be scheduled so as to cause the least possible inconvenience to the public. Any delay or extra cost to the Contractor caused by pipelines or other underground structures or obstructions not shown by the Plans, or found in location of different from those indicated, shall not constitute a claim for extra work, additional payment or damages.

9. RECORD DRAWINGS

Upon completion of the project and before final payment is made to the Contractor, the Contractor shall deliver one (1) complete set of record drawings and said drawings shall be neat, accurate and orderly and produced to the satisfaction of the Engineer.

10. OTHER CONTRACTS

Other contracts may be underway concurrently in this area. Contractor shall afford other contractors and utility companies reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

11. MATERIALS AND WORKSHIP

When materials are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids.

12. REPAIR TO ROADS

The Contractor shall be responsible for repairing any damage to City or County Roads and road owned by the Owner which are used by the Contractor in connection with operations under this Contract. Said repair work shall be at the Contractor's expense. Any debris, mud and related sources caused by contractor will need to be hauled off and cleaned.

13. PUBLIC UTILITIES

A. All poles, wires, cables, conduits, pipelines, or other structures within the work area, belonging to municipalities or public utility corporations, shall be protected by the Contractor.
B. The Contractor will conduct the work along any section of this project which is crossed by, or adjacent to, a public utility such as high lines, sewer lines, etc., in a manner so that no damages result to these utilities. The Contractor will be held solely responsible for damages to such utilities as a result of careless or negligent operations.

14. PRE-CONSTRUCTION CONFERENCE

Upon award of a Contract to the successful bidder, the Contractor shall meet with the Engineer at a designated location and at a time set by the Engineer. A schedule of procedure for a sequence of construction shall be agreed upon at this conference.

15. LINES AND GRADES

Special attention is directed to Part 2, Paragraph 2.6, Page GC-5, of the General Conditions of Agreement. Special care should be taken by the Contractor to avoid disturbance of Engineer's horizontal and vertical control points. The protection of construction stakes (horizontal and vertical control points), is the Contractor's responsibility and re-staking or re-establishment of these points or stakes will be done by the Engineer at the Contractor's expense. Survey Party time for re-staking will be charged at hourly rates in accordance with the Engineer's schedule of hourly rates which is in effect at the time of the re-staking.

(Refer to SG5 Notification)

16. STAKING FOR CONSTRUCTION General

The staking services that the Engineer will furnish and the responsibility of the Contractor respecting the uses of and maintenance of all stakes is outlined under this section. (Refer to Notification section on this document)

No stakes will be furnished until the right-of-way or easements are acceptable condition other than clearing stakes.

Notification

The Contractor shall notify the Engineer, in writing, at least three (3) full working days in advance of the date when specific staking services are desired, giving the specific location and/or limiting stations. The Contractor shall notify the Engineer five (5) days prior to start-up so as to allow the Engineer to set his control. The Engineer shall be notified of any change of sequence which is established at pre-construction conferences. Construction stakeout is the Contractor's responsibility. (non-pay item).

Control Stakes

Stakes which constitute reference points for all construction work will be conspicuously marked with flagging tape in accordance with the code in these Specifications. It will be the responsibility of the Contractor to inform his employees and his subcontractors of their importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary for any reason whatsoever, shall be at the Contractor's expense. If the removal of a control stake is required by the construction operations of the Contractor or his subcontractors, advance notice in writing, of at least three (3) full working days shall be given to the Engineer, who will reference and remove said stake or stakes at no cost to the Contractor.

The Contractor shall employ competent grade setters to control the grading operations from the information provided on the reference stakes.

No additional stakes will be furnished, except as requested in writing by the Contractor and paid for by him. This applies to all re-staking for whatever reason, as well as for additional staking which the Contractor may request. Charges for the additional staking will be deducted from next progress payment that is issued to the Owner by the Engineer.

17. INSURANCE REQUIREMENTS

The Contractor, at his expense, shall take out and keep in force throughout the term of this Contract, the following insurance coverage in the amounts specified below to cover all of his operations in connection with the work to be performed under the Technical Specifications. The insurance certificates shall be submitted to the Owner for acceptance prior to move-in and beginning work

MINIMUM INSURANCE REQUIRMENTS

INSURANCE TYPE
Workman's Compensation General Liability
Comprehensive Form
Premises-Operations Products/Completed Operations Hazard Contractual Insurance Independent Contractors Personal Injury

Automobile Liability Comprehensive Owned
Hired
Non-owned

Excess Liability
Umbrella Form

LIMITS OF LIABILITY

As provided by Texas Workman's Compensation Act.

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$100,000/Occurance
$300,00/Aggregate Personal Injury
$500,000

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$300,000/Occurance

$100,000

The remaining term of all policies shall extend at least to the least to the completion date of this Contract; if the expiration date shall occur prior to final completion of all operations hereunder, Contractor shall, not less than fifteen (15) days prior to expiration date, furnish evidence of renewal of or extension of such insurance. All such evidence of insurance shall provide for ten (10) days prior notice to be given to Owner in the event of cancellations.

The Contractor agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgments and costs including attorney's fees and expenses for or on account of damage to property of any person, firm corporation, or Government agency, or death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work provided for hereunder by the Contractor, his subcontractors, or their or the Contractor's agents, servants, or employees.
The Contractor will be held accountable for all insurance coverage's including those of sub- contractors, and provide that all the above mentioned policies will be with insurance carriers.

18. UNBALINCING OF BIDS AND USAGE OF SPECIAL ITEMS

The Contractor's attention is directed to the fact that unbalancing of unit bid prices for any reason shall be considered justification for rejection of the bid. The Contractor may not decrease these bid prices, however, he may increase the bid prices as he may see fit. In instances where subsurface seepage of water above trench bottom requires the drying up of trench bottom, the use of washed gravelor shell in trench bottom will be permitted.

19. ARBITRATION

Arbitration under this agreement shall be subject to the provisions of the Texas General Arbitration Act, Articles 224 to 238-6, V.A.C.S. To any extend that the provisions of Section 16 of the General Conditions are in conflict with or inconsistent with any provision of such Act, the provisions of such Act shall control. Both the Owner and Contractor shall concur on Arbitration as a method of settling any particular dispute.

20. PARTIAL PAYMENTS

Article 14.2 APPLICATION FOR PROGRESS PAYMENT (Standard General Conditions of the Construction Contract) is hereby supplemented with the following:

On or before the last Monday of each month, the CONTRACTOR shall prepare and submit to the Engineer for approval or modification a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 2nd Monday of the following month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near the completion and some unexpected and unusual delay occurs due to not fault or neglect on the part of the CONTRACTOR, the OWNER may-upon written recommendation of the ENGINEER- pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

EXHIBIT "G"

CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS
COUNTY OF CAMERON

OWNER: The City of Brownsville
CONTRACTOR: _____
UBCONTRACTOR/SUPPLIER: _____
PROPERTY: _____

I, _____, hold the office of _____ of the Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

In consideration of the sum of $_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and waives any right to file a petition to establish a Mechanics Lien or other lien, or any claim to a Mechanics Lien or other lien which the Subcontractor/Supplier may now have, for such property through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including the not limited to attorney's fees, incurred by the Owner/Contractor, its agents or representatives arising out of or resulting from the Subcontractor/Supplier's failure to pay or cause to be paid any persons or entities who may be entitled to claim a Mechanics Lien or other lien on the property by virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof. Nothing herein contained shall in any way be deemed to restrict, modify, or waive the Subcontractor/Supplier's right to claim or assert any claim against the property for materials or labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of $_____ for a portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _____ BY: _____

WITNESS: _____

I hereby certify that on this _____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed the same for the purposes herein set forth, and that the same is his act and deed. In witness hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: _____

My Commission expires on: _____

SAFETY RECORD QUESTIONNAIRE
(Must be submitted with bid form)

The City may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

QUESTION ONE

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES _____ NO _____

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

QUESTION TWO

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO _____

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

_____

Signature

_____

Title

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Docusign Envelope ID: C192E053-12AD-80BD-81E7-1EEDAECC0AD3

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: DocuSigned by: Eric Delgado BA95EDAB139243B...

Printed Name: Eric Delgado

Title: Vice President

Date: 6/12/2026

Company Name: Noble Texas Builders

Phone: 956-277-0708

Email: Eric.delgado@nobletx.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity 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.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Docusign Envelope ID: C192E053-12AD-80BD-81E7-1EEDAECC0AD3

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: DocuSigned by: Eric Delgado BA95EDAB139243B...

Printed Name: Eric Delgado

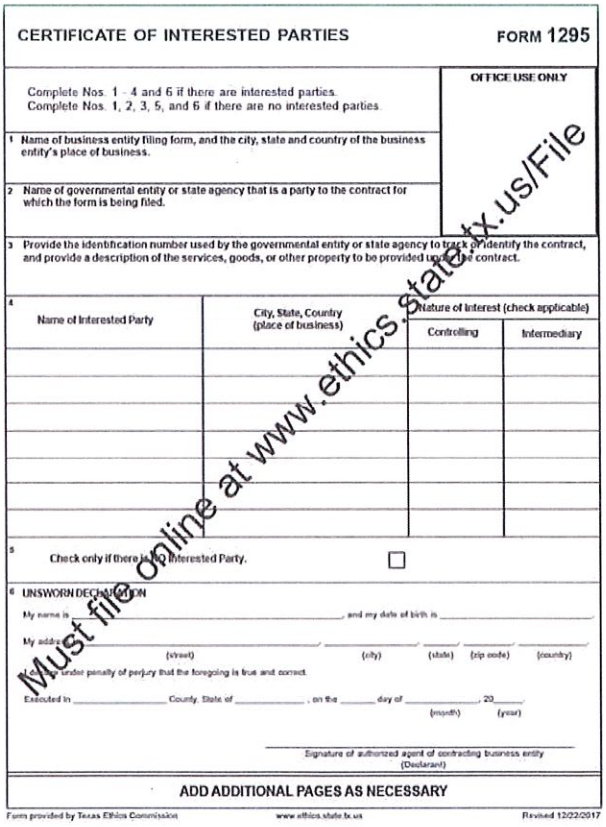
Title: Vice President

Date: 6/12/2026

Company Name: Noble Texas Builders

Phone: 956-277-0708

Email: Eric.delgado@nobletx.com



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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

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 _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20____ (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 24, 2024

Sent Via Email: eric.delgado@nobletx.com

Eric Delgado
Noble Texas Builders
108 S. Main Street
La Feria, Tx 78559

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2024, through March 31, 2026, and may be subject to three possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 728-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,



Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

PROPOSER'S ACCEPTANCE AND AGREEMENT

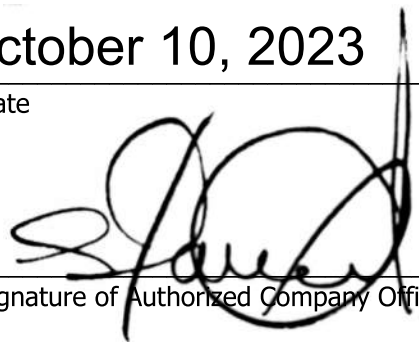
Proposal Invitation Name Job Order Contracting (RSMeans)	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 728-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2024, through March 31, 2026, with three possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Noble Texas Builders, LLC
Name of Proposing Company

October 10, 2023
Date

108 S. Main Street
Street Address


Signature of Authorized Company Official

La Feria, Texas 78559
City, State, Zip

Eric Delgado
Printed Name of Authorized Company Official

956-277-0708
Telephone Number of Authorized Company Official

Vice President, Building Solutions
Position or Title of Authorized Company Official

956-277-0705
Fax Number of Authorized Company Official

47-3035911
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: ED

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: ED

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: ED

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) 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 regulations or 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. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: ED

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☒ I certify that my company has been certified as a HUB in the following categories:

☒ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: 1473035911500

Name of Certifying Agency: The Texas Comptroller of Public Accounts

☐ My company has **NOT** been certified as a HUB.

Initial: ED

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: ED

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: ED

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: ED

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: ED

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information:_____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: ED

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** ED

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: ED

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: ED

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

---

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

---

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

---

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

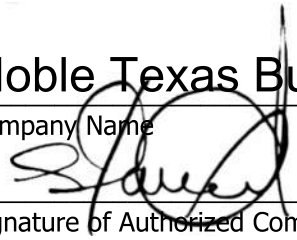
Initial: ED

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Noble Texas Builders, LLC
Company Name



Signature of Authorized Company Official

Vice President, Building Solutions
Printed Name and Title

October 10, 2023
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:
Noble Texas Builders, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ■ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 47-3035911
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Noble Texas Builders, LLC.

2 usiness name disregarded entity name if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust estate

☒ Limited liability company. Enter the tax classification (C=C corporation S=S corporation P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number street and apt. or suite no.) See instructions.
108 S Main Street

6 City state and ZIP code
La Feria, TX 78559

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals this is generally your social security number (SSN). However for a resident alien sole proprietor or disregarded entity see the instructions for Part I later. For other entities it is your employer identification number (EIN). If you do not have a number see *How to get a TIN,* later.

Note: If the account is in more than one name see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 7 - 3 0 3 5 9 1 1

Part II Certification

Under penalties of perjury I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions item 2 does not apply. For mortgage interest paid acquisition or abandonment of secured property cancellation of debt contributions to an individual retirement arrangement (IRA) and generally payments other than interest and dividends you are not required to sign the certification but you must provide your correct TIN. See the instructions for Part II later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/9/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions such as legislation enacted after they were published go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN) individual taxpayer identification number (ITIN) adoption taxpayer identification number (ATIN) or employer identification number (EIN) to report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include but are not limited to the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends including those from stocks or mutual funds)
- Form 1099-MISC (various types of income prizes awards or gross proceeds)
- Form 1099- (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest) 1098-E (student loan interest) 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 323,745.54 . (The period of the 12-month period is Oct 2022 / Sep 2023 . In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	Y		
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 17% **Proposed Discount (%):** 17%

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of San Antonio	Guillermo Moya	210.207.2160	guillermo.moya@sanantonio.gov	17%	$771,211.00
2.	UT at San Antonio	Vladimir Andzic	210.219.9846	vladimir.andzic@utsa.edu	17%	$4,458,622.00
3.	Cameron County	Danny Villarreal	956-454-1378	danny.villarreal@co.cameron.tx.us	17%	$7,151,027.00
4.	McAllen ISD	Melissa Ortiz	956-587-1225	melissa.rodriguez@mcallenisd.net	17%	$15,918,619.00
5.	University of Houston	Hussain Alkinani	713-743-9966	halkinani@central.uh.edu	17%	$5,635,770.00

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

COMPANY PROFILE

/NobleTexasBuilders noble-texas-builders /NobleTxBuilders /NobleTexas

EXECUTIVE TEAM



Rene Capistran
President/CEO
rene.capistran@nobletx.com



Patrick Williams
Vice-Chairman of the Board
patrick.williams@nobletx.com



Alfredo Garcia Jr.
Vice President Corporate Client Group
alfredo.garcia@nobletx.com



Juan Delgado
Vice President Contractors Group
juan.delgado@nobletx.com



Eric Delgado
Vice President Building Solutions
eric.delgado@nobletx.com

Noble Employees: 118

CORPORATE OFFICE: 108 SOUTH MAIN STREET LA FERIA, TEXAS 78559 956-277-0708

SAN ANTONIO OFFICE: 1223 ARION PARKWAY, SUITE 132, SAN ANTONIO, TEXAS 78216 210-368-2886

HOUSTON OFFICE: 9000 SW FREEWAY, STE 330 HOUSTON, TX 77074 713-485-6238

OUR COMPANY

Noble Texas Builders provides general contracting, design-build, construction management, development, and facilities maintenance services designed to exceed the expectations of our clients. Headquartered in La Feria, Texas with offices in San Antonio and Houston, the company performs work for education, government, healthcare and retail sectors statewide. Noble Texas Builders is headed by partners Rene Capistran, President and CEO, Patrick Williams, Vice-Chairman of the Board, Alfredo Garcia Jr., VP Corporate Client Group, Juan Delgado, VP Contractors Group, and Eric Delgado, VP Building Solutions.

VISION

Noble builds secure, lifelong relationships, and together we build quality facilities that serve and empower our communities.

MISSION

Noble provides hands-on professional construction services with proactive solutions, delivering on a firm commitment to build quality facilities by an experienced and trusted team.

VALUES

TRUST- We operate with transparency and accountability within our team and with our partners, leading to a solid foundation of trust with our customers. Our community knows they can rely on us, with much of our success stemming from the respect we build together.

TEAM-We attract, develop and retain top-tier talent for our business, fostering a collaborative, fun environment conducive to our team's personal and professional growth. Every decision our team makes prioritizes the best interest of our customers.

COMMUNITY- We build a sense of belonging and unity that inspires our team to make a difference, immerse themselves into the fabric of our community. Our service goes beyond our work. We strengthen and empower our communities through volunteerism, charity, and educational advocacy.

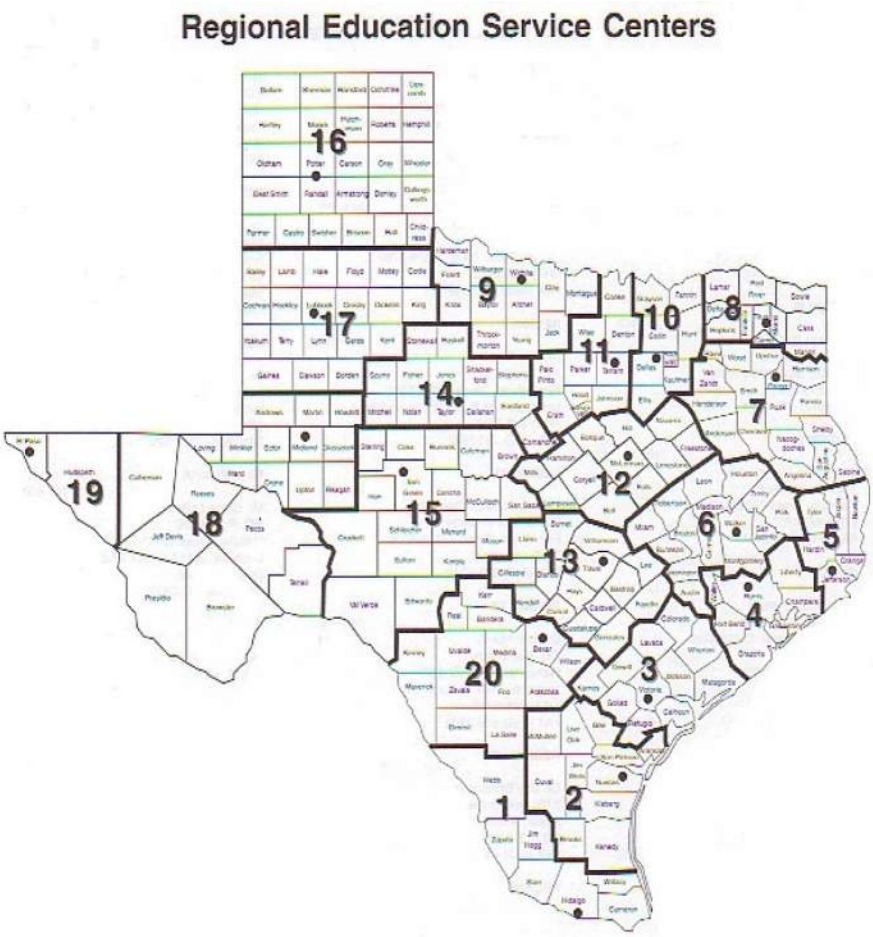


P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Noble Texas Builders, LLC	728-24
Name of Vendor	Proposal Invitation Number
	Eric Delgado
Signature of Authorized Company Official	Printed Name of Authorized Company Official

October 10, 2023

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
South Texas Noble Texas Builders, LLC	Jose Castro	108 S. Main St., La Feria, Texas 78559. 956-277-0708, jose.castro@nobletx.com
Houston, Texas Noble Texas Builders, LLC	Ricardo Colon	9000 SW Freeway, Ste 330, Houston, Texas 77074, 713-485-6238 ricardo.colon@nobletx.com
Central Texas Noble Texas Builders, LLC	Cuauhtemoc Torres	1223 Arion Pkwy, Ste 132, San Antonio, Texas 78216, 210-368-2886 cuauhtemoc.torres@nobletx.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Response submitted on attached pdf.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

Response submitted on attached pdf.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Response submitted on attached pdf.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

Response submitted on attached pdf.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Response submitted on attached pdf.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Response submitted on attached pdf.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Response submitted on attached pdf.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Response submitted on attached pdf.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Response submitted on attached pdf.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Response submitted on attached pdf.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Response submitted on attached pdf.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Response submitted on attached pdf.

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Response submitted on attached pdf.

BUY BOARD PROPOSAL NO. 728-24 FOR JOB ORDER CONTRACTING | OCTOBER 26, 2023



AGC Outstanding Construction Award, AGC Best of Build & ABC Eagle Award for Lila Cockrell Theater Roof Repairs & Mural Restoration

CORPORATE
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

CENTRAL TEXAS
1223 ARION PARKWAY, SUITE 132
SAN ANTONIO, TEXAS 78216

HOUSTON
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074

NOBLETX.COM

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Noble was founded in 2015 and has been in business for the past 8 years. Noble is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

Our success in completing multiple JOC projects within the last three years stands as a testament to the unwavering commitment and dedication of our team. With extensive experience in general contracting and the JOC industry, Noble takes immense pride in:

- Safety
- Commitment to the owner and making partners for life
- Being the best value
- Delivering project on schedule and within budget
- Proactiveness and continuous improvement



Noble offers JOC services to both small and large public entities across South Texas, including Austin, San Antonio, Houston, and Corpus Christi. Our diverse client portfolio includes:



DONNA ISD M. RIVAS INTERIOR RENOVATION



Project Description	Donna ISD M. Rivas Elementary underwent a transformative artistic renovation during the summer break. This project encompassed revitalizing the interior flooring, a complete school-wide painting, and the addition of a captivating crayon-themed design to the existing columns. Despite a strict deadline, the project was successfully completed, generating enthusiasm among both staff and students.
Project Manager	Andres Rojas
Type of Contract	JOC
Original Contract and Current Amount	$856,140
Suppliers	AAMECC GA-CO Intertech Flooring Night Lock South Texas Professional Paint
Owner	Donna ISD Luis Solis, Project Manager | 956-684-4252

HCISD VERNON- LANDSCAPING & IRRIGATION



Project Description	Vernon Phase 2 was a captivating endeavor aimed at enhancing the entrance to a century-old School of Language Arts within the Harlingen Consolidated Independent School District (CISD). Noble undertook this project, delivering a comprehensive transformation that included the installation of a state-of-the-art irrigation system, meticulously designed landscaping, dynamic exterior lighting, an iconic monument, an exquisite sculpture, and stately flagpoles. This initiative not only revitalized the school's entrance but also paid homage to its rich history and commitment to the arts.
Project Manager	Hector Ortega
Type of Contract	JOC
Original Contract and Current Amount	$287,021.00
Suppliers	Vista Verde Landscaping Pete's Electric Limon Masonry Intertech
Owner	Harlingen CISD Victor Gonzalez, Construction Project Manager | 956-427-3403

TEXAS A&M – SAN ANTONIO ENTRANCE GATEWAY



Project Description	Main entrance featuring 30 ft tall, 86 ft long archways signs that decorates the main entrance to Texas A&M San Antonio. The archways set off the beautiful "Torre de Esperanza" (The Tower of Dreams) standing proudly in the center of the gateway to the campus inspiring hope for generations to come.
Project Manager	Adolfo Tovar
Type of Contract	JOC
Original Contract and Current Amount	$1,368,749.00
Suppliers	Keystone Concrete DC Fabrication & Oilfeld Services Custom Masonry Corporation Marek Brothers Sure Seal Fast Signs DD Services JMI Contractors Enviornmental Allies, Inc Performance Mechanical
Owner	Texas A&M San Antonio Matt Henley | 976-456-7048 | mhenley@tamus.edu

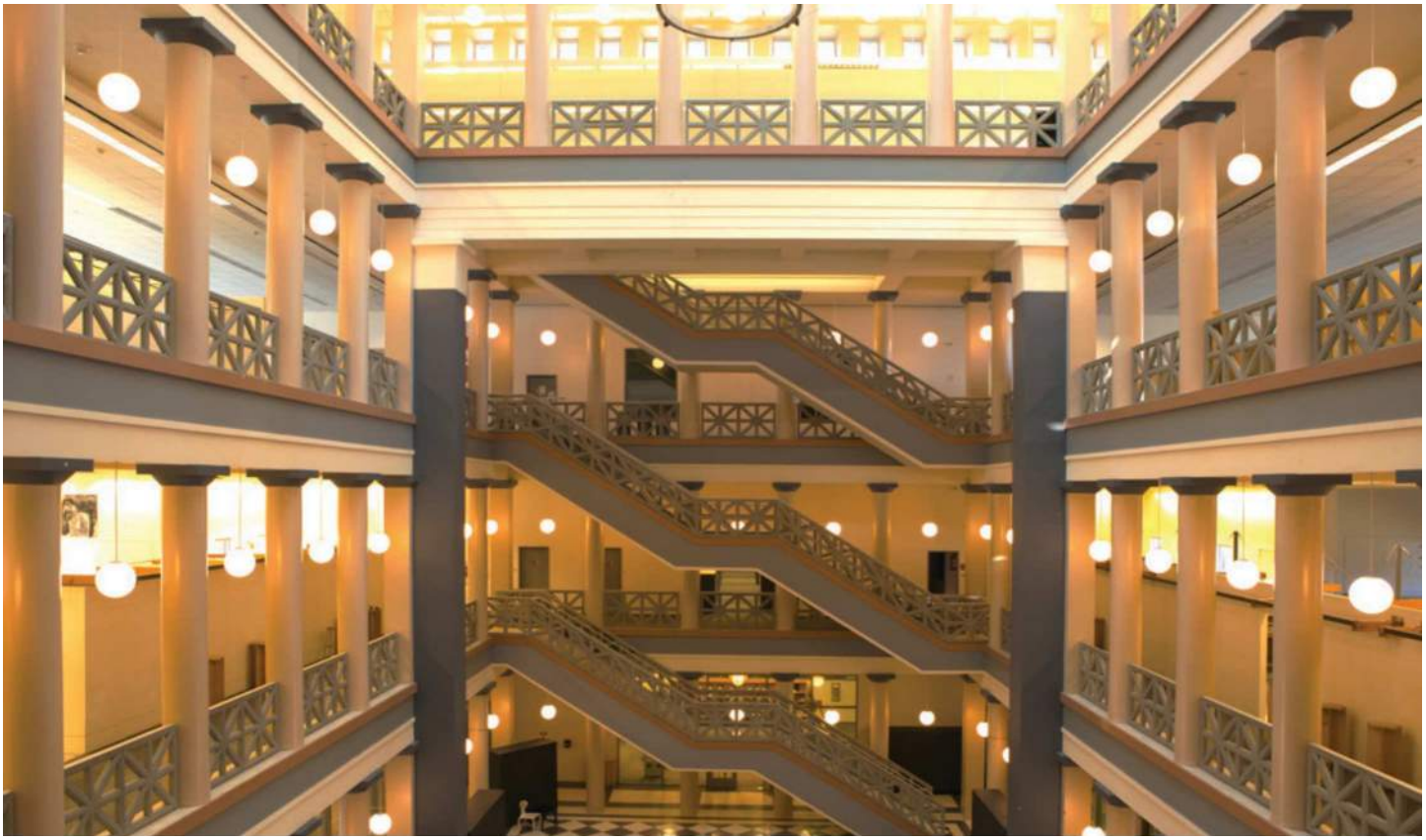
LILA COCKRELL THEATRE RE ROOFING



AGC Texas Building Branch Best of Build and Outstanding Construction 1st Place Award
ABC Eagle Award

Project Description	The Lila Cockrell Theater Re-Roof project entailed the meticulous restoration of the roof of an iconic structure nestled along San Antonio's picturesque Riverwalk. The scope of work encompassed several critical tasks, including the demolition of the lower roof, comprehensive upgrades to the upper and lower gutter systems, the meticulous repair of existing concrete pilasters and ribbons, and a gentle soft wash of the iconic mural adorning the building. This endeavor required navigating complex logistics and coordination in a bustling urban environment. Setting up scaffolding over an aged existing roof structure, implementing a robust load transfer system, and managing the flow of traffic and congestion around the site were just a few of the hurdles successfully overcome. Ultimately, the restoration of the Lila Cockrell Theater's roof preserved both its historic significance and its role as a beloved landmark along the San Antonio Riverwalk.
Project Manager	Adolfo Tovar
Type of Contract	JOC
Original Contract and Current Amount	$532,198.07
Suppliers	TADCO Roofing Six Shooters Soft Wash
Owner	City of San Antonio Guillermo Moya | 210-207-8528 | Guillermo.Moya@sanantonio.gov

UNIVERSITY OF HOUSTON ATRIUM LIGHTING



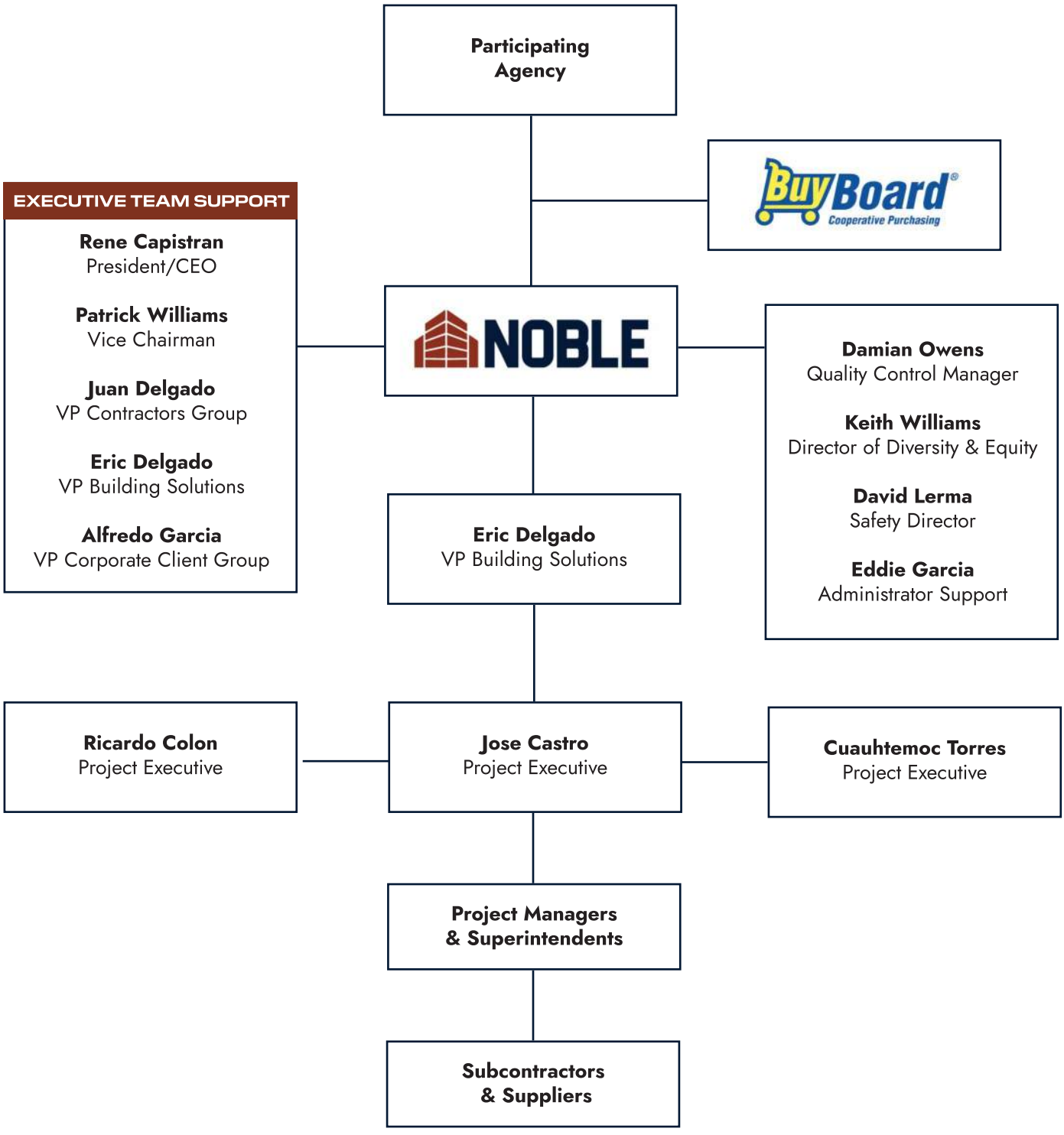
Project Description	The University of Houston Atrium Lighting Project was a comprehensive endeavor aimed at modernizing the lighting infrastructure within the school of architecture. This initiative encompassed a lighting retrofit, which not only involved the replacement of outdated fixtures but also included essential patching and finishing work to ensure a seamless integration with the existing structure. The project posed a set of distinctive challenges due to its implementation within a functional building, demanding meticulous planning and execution to minimize disruptions to ongoing operations. The goal was to enhance the overall illumination quality, energy efficiency, and aesthetics of the school of architecture, all while maintaining uninterrupted functionality throughout the entire process.
Project Manager	Ricardo Colon
Type of Contract	JOC
Original Contract and Current Amount	$124,604.82
Suppliers	Jonmar Electric GM Specialties
Owner	University of Houston Hussain Alkinani | 713-743-9966 | Halkinani@Central.UH.EDU

UNIVERSITY OF HOUSTON ADA RAMP



Project Description	Our ADA Ramp and Facility Enhancement Project includes civil preparations for an ADA-compliant ramp installation, along with light landscaping and masonry improvements. The project's primary challenge is to meet an urgent project schedule due to an employee's immediate need for wheelchair access. This initiative reflects our commitment to accessibility, aesthetics, and the well-being of the campus facility.
Project Manager	Ricardo Colon
Type of Contract	JOC
Original Contract and Current Amount	$145,841
Suppliers	Tunnel Tech
Owner	University of Houston Hussain Alkinani | 713-743-9966 | Halkinani@Central.UH.EDU

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

At Noble, we believe that a significant factor contributing to our success is our capacity to collaborate closely with A/E firms, in addition to our experienced staff. Noble's commitment to excellence in collaboration, communication, and continuous improvement sets the foundation for our successful projects. Noble remains dedicated to delivering exceptional results that align with our clients' evolving needs.

Initial Project Meeting:

- Organize an initial gathering involving all members of the design team, the owner, and end users.
- Purpose: Establish a foundation of trust and define project expectations.

Collaboration with Design Team:

- Collaborate closely with the design team.
- Focus on safety, constructability, maintainability, and budget considerations.
- Acknowledge the pivotal role of this phase in project flow and overall success.
- Maintain continuous communication with the A/E team and the owner throughout construction.
- Promptly address design queries and eliminate project-related obstacles.

Lessons Learned Meeting:

- Hold a lessons learned meeting upon project completion.
- Objective: Drive continuous improvement and adjust.
- Alignment with evolving needs of our clients.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Noble's Building Solutions team self-performs work in the following divisions:

- Division 01 - Supervision
- Division 02 - Demolition
- Division 03 - Concrete
- Division 04 - Masonry
- Division 06 - Wood, Plastics and Composites
- Division 08 - Openings
- Division 09 - Finishes

This covers approximately 20% of the most common construction scopes. Noble will recommend conducting in-house services whenever it represents the best value proposition for the project and the owner.



6. Marketing Strategy: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.

If the Cooperative agrees to our proposal, Noble will make use of all of our accessible customer communication avenues to promote the Buy Board Cooperative. Noble marketing strategies are to include the following:

- Client education
- Identification of active users within our market
- Personalized email outreach to BuyBoard Cooperative members
- Creating printed materials (brochures, pamphlets)
- Providing online resources on the company's website
- Establishing a dedicated support team with BuyBoard experience
- Appointing dedicated Noble employees for communication with BuyBoard administrators

Noble's commitment to BuyBoard Cooperative members and our dedication to serving the unique needs of clients in the Cooperative construction industry are at the core of our approach. We believe that through clear communication, ongoing support, and a focus on delivering value to all stakeholders, we can ensure the successful utilization of this contract for the duration of its term. Our team is ready to assist, listen, and adapt to the evolving requirements of BuyBoard Cooperative members and we look forward to a productive and collaborative partnership.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Noble Texas Builders, nor its past or present owners, principal shareholders, or officers have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

Dun & Bradstreet #08-198-7095
D&B Rating is a 3A3
Financial Stress Class is a 3

Bonding Capacity
$37,500,000 Per Project
$135,000,000 Aggregate

NOBLE

Lone Star National Bank

October 19, 2023

To BuyBoard (Proposal)
P. O. Box 400
Austin, TX 78767

This letter is a verification that our valued client, Noble Texas Builders LLC has had their relationship with Lone Star National Bank since 2015. They consistently maintain high deposit account balances over seven figures across their accounts with no history of overdrafts or returned items. In addition to their strong deposit relationship, we've also extended a line of credit in seven figures to Noble Texas Builders. They've never needed to draw upon it, but it's available upon request. They have always paid as agreed on any outstanding debt. Noble Texas Builders LLC is a highly regarded and valued client of Lone Star National Bank.

Should you need further information, please let us know if we may provide you with any additional information.

Sincerely,

Louie Tijerina

Louie Tijerina
Senior Vice President
Business Relationship Manager
1901 N Ed Carey Dr, Suite 100
Harlingen, TX 78550
Phone (956) 365-5910

NOBLE

CNA SURETY

14100 San Pedro Ave., Suite 206, San Antonio Texas 78232

James Albright
Surety Director
Telephone: (210) 403-5225
james.albright@cna.com

September 29, 2023

Re: Noble Texas Builders, LLC

To Whom It May Concern,

We are providing this information at the request of Noble Texas Builders, LLC. CNA Surety (Continental Casualty Company) has been providing surety bonds for Noble Texas Builders, LLC since 2019. Noble Texas Builders, LLC, has a bonding capacity on a per project basis of $37,500,000 and an aggregate basis of $135,000,000. If requested, we would look favorably upon expanding this capacity.

We would favorably consider requests from Noble Texas Builders, LLC to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

Any arrangements for bonds requested by Noble Texas Builders, LLC, is a matter between Noble Texas Builders, LLC, and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

CNA Surety A.M. Best Company rating is "A" / Excellent and Standard & Poor's Company rating is A+ / Strong. Their Treasury Listing found in the U.S. Department of Treasury's list of acceptable sureties (Continental Casualty Company) is $786,901,000.

Noble Texas Builders, LLC, has demonstrated the highest level of quality and timely work within budget. We continue to be very confident in Noble Texas Builders, LLC's ability to perform and we highly recommend them for your favorable consideration.

Please feel free to contact us if you need any additional information.

Sincerely,

James Albright
CNA SURETY

NOBLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

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

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

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	**CONTACT NAME:** Service Team **PHONE (A/C, No, Ext):** 214-989-7100 **FAX (A/C, No):** 210-696-8414 **E-MAIL ADDRESS:** service@ib-tx.com
INSURED NOBLTEX-01 Noble Texas Builders, LLC 108 S. Main Street La Feria TX 78559	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Amerisure Insurance Company — 19488 **INSURER B :** Endurance American Insurance Company — 10641 **INSURER C :** Nautilus Insurance Company — 17370 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1474955156 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			21232200001	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			21232190001	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			CU 21232220001	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
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		21232230001	5/1/2023	5/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Excess Liability Professional/Pollution			EXC30036744400 CPP2032002-13	5/1/2023 5/1/2023	5/1/2024 5/1/2024	Each Occ/Agg Prof Each Claim Poll Each Occurrence	5,000,000 2,000,000 2,000,000

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

The General Liability, Auto Liability include blanket additional insured endorsement [CG7324 03/23, CA7118 11/09] as required in a written contract with the Named Insured. The General Liability, Auto Liability and Workers Compensation include a blanket waiver of subrogation endorsement [CG2404 12/19, CA7118 11/09, WC420304] as required in a written contract with the Named Insured. Primary Non-Contributory included on General Liability and Auto Liability [CG7324 03/23, CA7165 09/11]. Notice of cancellation to certificate holder as required by written contract on General Liability, Auto Liability, Workers Compensation [IL7066 07/14, IL7045 0507]. Umbrella is follow form of the General Liability and Auto policies subject to policy terms and conditions.

Project #72824 - Proposal No. 728-24 Job Order Contracting (RSMeans).

CERTIFICATE HOLDER

BuyBoard
P.O. Box 400
Austin, TX 78767

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Noble does not have any outstanding financial judgements and is not currently on default on any loan or financial agreements.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Noble has never defaulted, failed to complete, deliver work, or been terminated for any reason on a project.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Noble has no litigation or other legal proceedings brought against our firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees that have related or arisen form a contact similar to this contract or the work contemplated under this contract.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract

At Noble, we take pride in our work and hold ourselves to the highest quality standards, embracing a Kaizen culture of continues improvement. In order to always maintain quality and safety, Noble's policy that is to maintain constant supervision on all projects Noble has implemented a schedule-driven Quality Control Program that actively encourages participation from its Customers and key stakeholders including subcontractors.

Our Quality Control Program is an ongoing system that occurs throughout the construction process, not a start/stop activity. At final inspection, we aim to have zero items on your punch list. Our Quality Control philosophy centers on our company core values: Trust, Team & Community. We are committed to building relationships with our customers. Our Quality Program Assurance is developed around the principles of Total Quality Management.

The steps Noble has in place are:

- All major trades will participate in lean construction methods
- Arrange preinstallation meetings with Client and client stakeholders to identify any construction constraints and plan accordingly to minimize disruptions to client facilities during construction
- Arrange preinstallation meetings with subcontractors to discuss project requirements and execution
- Daily Reports of ongoing activities
- Daily Recordings of Noble Space to maintain proper documentation and facilitate access to owner and design team.
- Maintain Testing Log
- Verify all phasing sequencing is in compliance with master schedule
- Daily update of all logs: Submittal Logs, RFI Logs, Deficiency Logs, Non-Conformance Reports
- Establish and define project expectations
- Utilize BIM (Building Information Model) to coordinate all trades equipment installation, clash detection, and as-builts
- Conduct Daily, Weekly and Monthly meetings with subcontractors
- Conduct weekly scope review meeting
- Maintain a rolling punch list to correct deficiencies as they occur
- Quality control tests are performed to assure proper installation and functions
- Corrective measures taken immediately to rectify any negative test result
- Implement lean principles by establishing performance metrics and Key Performance Indicators (KPIs) to assess subcontractor performance
- Maintain open communication channels with subcontractors to address any quality-related concerns or issues promptly
- Capture lessons learned throughout the project and share knowledge for continuous improvement in future endeavors

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Continental Casualty Company
151 N. Franklin
Chicago, IL 60606

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Noble has no safety issues that have involved a vendor in the last three years related to the type of work contemplated under this contract. Please see attached experience modifier:

Experience Modification Rate (EMR)	
2023	.72
2022	.73
2021	.71

2023 National 1st Place Construction Safety Excellence Award

In recognition of our innovative and results-driven program, Noble was honored with the 2023 National 1st Place AGC Construction Safety Excellence Award (CSEA). Noble was founded with the intent of creating a culture of personal safety in which every team member has responsibility. An impeccable safety record, use of 360-degree-cameras on site and empowering every employee to take responsibility contributed to the judging panel selecting Noble over other general contractors across the US.

"Our job is to make sure that everybody goes home safe every single day. That includes all the subcontractors, suppliers, our clients, architects and just anybody who walks onto the site. We take safety very, very seriously." – Rene Capistran, President/CEO



NOBLE

"...Inspire Hope, Improve Lives, and Strengthen the Communities We Live In"

CORPORATE
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

CENTRAL TEXAS
1223 ARION PARKWAY, SUITE 132
SAN ANTONIO, TEXAS 78216

HOUSTON
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074



P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

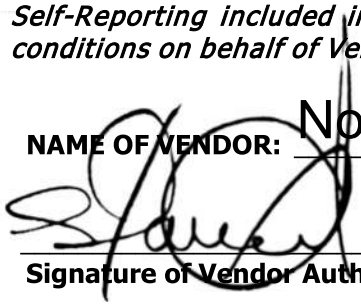
VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Noble Texas Builders, LLC



Signature of Vendor Authorized Representative

Printed Name: Eric Delgado

Title: Vice President, Building Solutions

Date: October 10, 2023

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
☒ Reviewed/Completed: **Required Forms Checklist**
☐ Reviewed/Completed: **Proposal Specifications** with Coefficient Factor(s) *(complete in electronic proposal submission system)*

Noble Texas Builders Information

Address: 108 S. Main St
La Feria, TX 78559
Phone: (833) 423-1410
Web Address: nobletexasbuilders.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Daniel Delgado
Signature

eric.delgado@nobletx.com
Email

Submitted at 10/23/2023 04:02:33 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

BuyBoard_Proposal-no-728-24.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Coefficient Factor Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exception(s) to coefficient factor proposed for Job Order Contracting. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

Company Profile

CompanyProfile2023 (1).docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

Noble_W9_2023.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Addendum No. 1

_addendum-no-1-for-728-24.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 47-3035911

2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "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. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

4	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes

5	**MWBE/HUB Status Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*

6	**Minority Owned Business** Minority Owned Business ☑ Minority Owned Business

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 **Certification Number**

Certification Number

1473035911500

10 **Name of Certifying Agency**

Certifying Agency

The Texas Comptroller of Public Accounts (CPA)

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Eric Delgado

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

eric.delgado@nobletx.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

108 S. Main Street

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

La Feria

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

Tx

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78559

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

956-277-0708

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.nobletx.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

eddie.garcia@nobletx.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Eddie Garcia

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

cuauhtemoc.torres@nobletx.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Cuauhtemoc Torres

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

eddie.garcia@nobletx.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Eddie Garcia

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

cuauhtemoc.torres@nobletx.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Cuauhtemoc Torres

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

833-423-1410

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Noble Texas Builders, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Liane Rivera

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

108 S. Main Street

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

La Feria

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

Tx

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78559

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

956-277-0708

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

accounting@nobletx.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Noble Texas Builders, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☑ Region 1

77 **Region 2**

Region 2 - Corpus Christi

☑ Region 2

78 **Region 3**

Region 3 - Victoria

☑ Region 3

79 **Region 4**

Region 4 - Houston

☑ Region 4

80 **Region 5**

Region 5 - Beaumont

☑ Region 5

81 **Region 6**

Region 6 - Huntsville

☑ Region 6

82	**Region 7** Region 7 - Kilgore ☑ Region 7
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☑ Region 12
88	**Region 13** Region 13 - Austin ☑ Region 13
89	**Region 14** Region 14 - Abilene ☑ Region 14
90	**Region 15** Region 15 - San Angelo ☑ Region 15
91	**Region 16** Region 16 - Amarillo ☑ Region 16
92	**Region 17** Region 17 - Lubbock ☑ Region 17
93	**Region 18** Region 18 - Midland ☑ Region 18

94 **Region 19**

Region 19 - El Paso

☑ Region 19

95 **Region 20**

Region 20 - San Antonio

☑ Region 20

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Noble Texas Builders, LLC

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will not serve all states in the United States

99 **Alabama**

Alabama

☐ *Alabama*

100 **Alaska**

Alaska

☐ *Alaska*

101 **Arizona**

Arizona

☐ *Arizona*

102 **Arkansas**

Arkansas

☐ *Arkansas*

103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*

115	**Kansas** Kansas ☐ *Kansas*
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*

127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*

139	**South Carolina** South Carolina ☐ *South Carolina*
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

2 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

3 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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4 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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5 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

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6 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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7 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

8 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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9 **Section I: REGIONAL (State of Texas)**

Texas Region 5 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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10

Section I: REGIONAL (State of Texas)

Texas Region 5 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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1
1

Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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12

Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

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Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

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14

Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

16

Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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17

Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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18

Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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20

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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21

Section I: REGIONAL (State of Texas)

Texas Region 11 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

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22

Section I: REGIONAL (State of Texas)

Texas Region 11Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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23

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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25

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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26

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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28

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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29

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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30

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

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Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

32

Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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33

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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34

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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35

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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36

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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37

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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38

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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39

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.83 Total: $0.83

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

40

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

41

Section II: NATIONAL (Other States)

Alabama Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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42

Section II: NATIONAL (Other States)

Alabama Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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43

Section II: NATIONAL (Other States)

Alaska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Alaska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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45

Section II: NATIONAL (Other States)

Arizona Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Arizona Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Arkansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Arkansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

49

Section II: NATIONAL (Other States)

California Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

50

Section II: NATIONAL (Other States)

California Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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51

Section II: NATIONAL (Other States)

Colorado Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Colorado Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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53

Section II: NATIONAL (Other States)

Connecticut Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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54

Section II: NATIONAL (Other States)

Connecticut Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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55

Section II: NATIONAL (Other States)

Delaware Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Delaware Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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57

Section II: NATIONAL (Other States)

District of Columbia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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58

Section II: NATIONAL (Other States)

District of Columbia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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59

Section II: NATIONAL (Other States)

Florida Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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60

Section II: NATIONAL (Other States)

Florida Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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61

Section II: NATIONAL (Other States)

Georgia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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62

Section II: NATIONAL (Other States)

Georgia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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63

Section II: NATIONAL (Other States)

Hawaii Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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64

Section II: NATIONAL (Other States)

Hawaii Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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65

Section II: NATIONAL (Other States)

Idaho Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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66

Section II: NATIONAL (Other States)

Idaho Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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67

Section II: NATIONAL (Other States)

Illinois Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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68

Section II: NATIONAL (Other States)

Illinois Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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69

Section II: NATIONAL (Other States)

Indiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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70

Section II: NATIONAL (Other States)

Indiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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71

Section II: NATIONAL (Other States)

Iowa Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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72

Section II: NATIONAL (Other States)

Iowa Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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73

Section II: NATIONAL (Other States)

Kansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

74

Section II: NATIONAL (Other States)

Kansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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75

Section II: NATIONAL (Other States)

Kentucky Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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76

Section II: NATIONAL (Other States)

Kentucky Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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77

Section II: NATIONAL (Other States)

Louisiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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78

Section II: NATIONAL (Other States)

Louisiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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79

Section II: NATIONAL (Other States)

Maine Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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80

Section II: NATIONAL (Other States)

Maine Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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81

Section II: NATIONAL (Other States)

Maryland Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

82

Section II: NATIONAL (Other States)

Maryland Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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83

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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84

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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85

Section II: NATIONAL (Other States)

Michigan Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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86

Section II: NATIONAL (Other States)

Michigan Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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87

Section II: NATIONAL (Other States)

Minnesota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

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88

Section II: NATIONAL (Other States)

Minnesota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Mississippi Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

90

Section II: NATIONAL (Other States)

Mississippi Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

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91

Section II: NATIONAL (Other States)

Missouri Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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92

Section II: NATIONAL (Other States)

Missouri Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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93

Section II: NATIONAL (Other States)

Montana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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94

Section II: NATIONAL (Other States)

Montana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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95

Section II: NATIONAL (Other States)

Nebraska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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96

Section II: NATIONAL (Other States)

Nebraska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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97

Section II: NATIONAL (Other States)

Nevada Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

98

Section II: NATIONAL (Other States)

Nevada Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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99

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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100

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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101

Section II: NATIONAL (Other States)

New Jersey Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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102

Section II: NATIONAL (Other States)

New Jersey Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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103

Section II: NATIONAL (Other States)

New Mexico Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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104

Section II: NATIONAL (Other States)

New Mexico Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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105

Section II: NATIONAL (Other States)

New York Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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106

Section II: NATIONAL (Other States)

New York Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

107

Section II: NATIONAL (Other States)

North Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

108

Section II: NATIONAL (Other States)

North Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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109

Section II: NATIONAL (Other States)

North Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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110

Section II: NATIONAL (Other States)

North Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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111

Section II: NATIONAL (Other States)

Ohio Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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112

Section II: NATIONAL (Other States)

Ohio Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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113

Section II: NATIONAL (Other States)

Oklahoma Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Oklahoma Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

115

Section II: NATIONAL (Other States)

Oregon Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

116

Section II: NATIONAL (Other States)

Oregon Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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117

Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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118

Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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119

Section II: NATIONAL (Other States)

Rhode Island Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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120

Section II: NATIONAL (Other States)

Rhode Island Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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121

Section II: NATIONAL (Other States)

South Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

South Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

1
2
3

Section II: NATIONAL (Other States)

South Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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124

Section II: NATIONAL (Other States)

South Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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125

Section II: NATIONAL (Other States)

Tennessee Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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126

Section II: NATIONAL (Other States)

Tennessee Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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127

Section II: NATIONAL (Other States)

Utah Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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128

Section II: NATIONAL (Other States)

Utah Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Vermont Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Vermont Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

132

Section II: NATIONAL (Other States)

Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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133

Section II: NATIONAL (Other States)

Washington Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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Section II: NATIONAL (Other States)

Washington Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

West Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

West Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Wisconsin Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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Section II: NATIONAL (Other States)

Wisconsin Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Wyoming Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

140

Section II: NATIONAL (Other States)

Wyoming Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

Response Total: $35.20

P.O. Box 400, Austin, Texas 78767
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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 728-24
Job Order Contracting (RSMeans)

The following addendum is issued to Proposal Invitation No. 728-24, Job Order Contracting (RSMeans) and shall become a permanent part of the Proposal Invitation document.

The *Proposal Requirements for Job Order Contract – Unit Price Book and Proposer's Coefficient* section of the proposal invitation has been updated as referenced below.

PROGRAM REQUIREMENTS FOR JOB ORDER CONTRACT

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

Contractual unit prices for a Job Order Contract will be established by requiring Proposers to propose one or more coefficients or multipliers to be applied to a unit price book. For this Proposal Invitation, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book").

The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

After a contract award, each Job Order under the Contract will be broken down into individual tasks of work, and a total price will be developed based upon the Unit Price Book rate and the Proposer's Coefficient. The price of the work in a Job Order will be determined by multiplying the Unit Price Book rates for individual tasks of work listed in the Job Order by the Proposer's Coefficient.

For this proposal invitation, Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P"** costs column in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

For example, if the labor unit price for electrical installation of one hundred square feet of electrical conduit is $25.00 (after city cost adjustment) and the Proposer's Coefficient is 0.85, the Job Order price would be $21.25 ($25.00 x 0.85 = $21.25). Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Noble Texas Builders, LLC

Address: 108 S. Main St., La Feria, Texas 78559

Signature of Authorized Company Official: _____ Title: Vice President

Telephone Number: 956-277-0708 Date: 10/02/2023

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 16, 2026

Sent via email to: eddie.garcia@nobletx.com

Eddie Garcia
Noble Texas Builders
108 South Main Street
La Feria TX 78559

Re: Job Order Contracting (RSMeans)
BuyBoard Contract 728-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Job Order Contracting (RSMeans), Contract 728-24 effective 4/1/2024 through March 31, 2026, with three possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services. [i] Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?
BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[ii] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[iii]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[iv] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[v] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[vi]

  - **Independent Testing**. If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[vii]

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-108** to accept the recommendation of the Brownsville Fire Department and authorize the appointment of Assistant Chief Ismael Gamboa to the Cameron County Emergency Communication District (CCECD) Board of Directors. (Fire Department)

Summary:
The Cameron County Emergency Communication District is responsible for the administration and oversight of the countywide 9-1-1 emergency communications system, which supports law enforcement, fire, emergency medical services, and other public safety agencies throughout Cameron County. The CCECD Board of Directors provides governance, policy direction, and strategic oversight for the District's operations and services.

Historically, the City of Brownsville has maintained representation on the Board through one appointee from the Brownsville Fire Department and one appointee from the Brownsville Police Department, ensuring that the City's public safety agencies have a voice in matters affecting emergency communications and public safety service delivery.

Project Scope and Analysis:
The Brownsville Fire Department's designated position on the Cameron County Emergency Communication District Board of Directors has become vacant due to the reassignment of Captain Gabriel Garza. The purpose of this item is to appoint Assistant Chief Ismael Gamboa to serve as the Brownsville Fire Department's representative, ensuring continued representation of the Department and the City of Brownsville in the governance and oversight of the county's emergency communications system.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Approval.

Commission Pillar:
Public Safety and Governance

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Gennie Garcia, B Metro Director
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2026-094** approving and entering into a multi-use agreement between the city of Brownsville and the Texas Department of Transportation (TXDOT) to improve five bus stops with monopoles located along the state right-of-way. (Brownsville Metro)

Summary:

This resolution authorizes the City of Brownsville to enter into a Multi-Use Agreement with the Texas Department of Transportation (TxDOT) for the installation, maintenance, and operation of five bus stop monopole improvements located along FM 1419 within TxDOT right-of-way.

Brownsville Metro, in coordination with the Office of Strategic Initiatives and TxDOT, is undertaking citywide efforts to improve bus stop infrastructure for enhanced public safety and quality of life. The proposed improvements require State approval because they are situated within highway right-of-way.

TxDOT has agreed to permit these improvements contingent upon execution of the Multi-Use Agreement, which outlines responsibilities of both the City and the State and ensures that the improvements will not interfere with highway safety, maintenance, or operations.

Approval of this resolution allows the City Manager, or designee, to execute the agreement and move forward with project implementation.

Project Scope and Analysis:

The project establishes a Multi-Use Agreement between the City of Brownsville and TxDOT to install five monopole bus stop improvements along FM 1419 within state right-of-way. Brownsville Metro, working with the Office of Strategic Initiatives, aims to enhance transit safety, visibility, and accessibility through these low-impact infrastructure upgrades. TxDOT will permit the installations once the agreement clarifies responsibilities for construction and ongoing maintenance and ensures the improvements do not interfere with roadway operations, safety, or maintenance. Approval of the resolution allows the City to proceed with submitting required site plans, securing TxDOT engineering review, and moving the project toward implementation.

Funding:

Source: n/a

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
1. 2026-94-Monopoles

RESOLUTION NO. 2026-94

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A MULTI-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND IMPROVEMENT OF FIVE BUS STOP MONOPOLE IMPROVEMENTS WITHIN THE STATE RIGHT-OF-WAY ALONG FM 1419, CONTROL SECTION 1426-01, WITH LOCATIONS SHOWN ON EXHIBIT A; MAKING FINDINGS; AUTHORIZING RELATED ACTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission"), finds that the following recitals are true and correct and adopts them as findings of fact.

WHEREAS, the City of Brownsville, Texas ("City"), acting through the Brownsville Metro Department, in collaboration with the Office of Strategic Initiative and the Texas Department of Transportation, plans and executes the construction or improvement of bus shelters throughout the City to enhance the quality of life for the citizens of Brownsville and surrounding communities.

WHEREAS, the City has requested that the State permit the construction, maintenance, and operation of five bus stop monopole improvements within the highway right-of-way along FM 1419, Control Section 1426-01, with the proposed locations shown on a preliminary conceptual site plan identified as Exhibit A.

WHEREAS, the State has indicated its willingness to approve such facilities and related uses on the condition that the City enters into agreements with the State to allocate respective responsibilities, and further conditioned on findings that such uses are in the public interest, will not damage highway facilities, will not impair safety, will not impede maintenance, and will not restrict highway operations, as determined by the State's engineering and traffic investigations.

WHEREAS, the City Commission acts pursuant to applicable law and the City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

Section 1. Findings: Exhibit Incorporation.

The City Commission hereby adopts the recitals above as findings of fact. Exhibit A (Preliminary Conceptual Site Plan for the five bus stop monopole improvements along FM 1419, Control Section 1426-01) is incorporated herein by reference for all purposes.

Section 2. Project Approval.

The City Commission approves the construction, maintenance, and operation of five bus stop monopole improvements within the State right-of-way along FM 1419, Control Section 1426-01, as generally depicted on Exhibit A, subject to the terms and conditions of the Multi-Use Agreement with TxDOT and all applicable requirements of the State.

Section 3. Approval of Agreement.

The City Commission approves a Multi-Use Agreement with the Texas Department of Transportation for the above-described project.

Section 5. Authorization to Execute.

The Mayor is authorized to execute the Multi-Use Agreement and all related documents, instruments, and certificates necessary or convenient to carry out the purposes of this Resolution.

Section 7. Effective Date.

This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of July, 2026.

THE CITY OF BROWNSVILLE, TEXAS

_____

John Cowen, Mayor

ATTEST:

_____

Mayra A. Rios, TRMC

City Secretary/ Local Registrar

APPROVED AS TO FORM & LEGALITY:

Criselda Flores

_____

Criselda Flores

Assistant City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Finance Department
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2026-098** designating an officer or employee to calculate the No-New-Revenue Tax Rate, Voter-Approval Tax Rate, and De Minimis Rate, if applicable, in accordance with section 26.04 of the Texas Tax Code for the Fiscal Year 2027 budget. (Financial Services)

Summary:
The Texas Tax Code, Sections 26.04(c) and 26.17(e) requires the governing body of a municipality to require an officer or employee designated by the governing body to calculate the no-new-revenue tax rate, voter-approval tax rate, and de minimis rate for the taxing unit after the Chief Appraiser submits the appraisal roll. The Tax Assessor and his staff, are actively involved in the calculation of the tax formulas and providing these services to the cities. Therefore, we are requesting the City Commission designate the Finance Director, Stephen Eliseo Muse, to calculate the no-new tax rate and the voter-approval tax rate and de minimis tax rate for the City.

Project Scope and Analysis:
The purpose of this item is to designate an officer or employee in accordance with section 26.04 of the Texas Tax Code.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval to designate an officer or employee to calculate the no-new revenue tax rate, voter approval tax rate, and de minimis rate in accordance with section 26.04 of the Texas Tax Code.

Commission Pillar:
Governance

Attachments:
1. COB - Designating an officer TC 26.04c
2. Resolution 2026-098 - Designate per TC 26.04c

OFFICE OF THE
TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 78522-0952

EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

L. LAURA GONZALEZ
CHIEF DEPUTY

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BROWNSVILLE
Motor bank
E. 8th & Levee
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HARLINGEN
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SAN BENITO
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SAN BENITO
Motor Bank
199 S. Sam Houston
(956) 247-8361

LOS FRESNOS
BRANCH OFFICE
745 W Ocean Blvd
(956) 233-4494
FAX: 233-6154

PORT ISABEL
BRANCH OFFICE
505 Highway 100
(956) 943-8101
FAX: 943-0184

LA FERIA
BRANCH OFFICE
200 Industrial
(956) 797-3075
FAX: 797-9239

RIO HONDO
BRANCH OFFICE
125 W. Colorado
(956) 748-2345
FAX: 748-4622

May 29th, 2026

OFFICE OF THE
CITY SECRETARY

JUN 08 2026

RECEIVED

CITY OF BROWNSVILLE
MAYRA RIOS-SECRETARY
PO BOX 911
BROWNSVILLE,TX 78520

Dear Taxing Authority:

Each taxing unit's governing body is required to designate by official action, an officer or employee to calculate the no-new-revenue and the voter-approval tax rates for the taxing unit. Also, as per Property Tax Code Section 26.04(c), the designated person will also certify the accuracy of the Tax Rate Calculations worksheets.

Please forward our office a copy of the order, resolution or ordinance of the contact information of the individual designated who will be responsible for your governing body & that will be working with our office on the adoption of your tax rates.

The information requested should include, name, phone number, physical address, and email address at which this officer or employee can be reached. In addition, please provide the list of the members of the governing body for your taxing unit.

The governing body's designee will remain until replaced by official action and acknowledgment by our office.

As always if my office can be of any assistance, please do not hesitate to call on us by contacting Neiva Escobar, Property Tax Manager at (956) 589-7078 and/or L. Laura Gonzalez, Chief Deputy at (956) 550-1315.

Respectfully,

L. Laura González

Edelmiro "Eddie" Garcia –Tax Assessor Collector
L. Laura Gonzalez – Chief Deputy

RESOLUTION NO. 2026-098

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS DESIGNATING THE OFFICER OR EMPLOYEE TO CALCULATE THE NO NEW REVENUE TAX RATE, THE VOTER APPROVAL TAX RATE, AND THE DE MINIMIS TAX RATE IN ACCORDANCE WITH SECTION 26.04 OF THE TEXAS TAX CODE FOR THE CITY; AND PROVIDING FOR RELATED MATTERS; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the State legislature amended the Texas Tax Code in 2019 as part of its Property Tax reform; and

WHEREAS, the Texas Tax Code Sections 26.04 (c) and 26.17 (d) now require and officer or employee designated by the governing body to calculate the no-new revenue tax rate, the voter approval tax rate and the de minimis tax rate for the taxing unit after the Chief Appraiser submits the appraisal roll; and

WHEREAS, the City of Brownsville Finance Director, Stephen Eliseo Muse, is actively involved in the calculation of the tax rate of the ad valorem taxes.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

SECTION 1. The City Commission hereby designates the City of Brownsville Finance Director Stephen Eliseo Muse, to calculate the no new revenue tax rate, the voter approval tax rate and the de minimis tax rate for the City of Brownsville in accordance with Section 26.04 of the Texas Tax Code.

SECTION 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

DULY PASSED and **APPROVED** by the City Commission of the City of Brownsville, Texas on this 7th day of July, 2026.

APPROVED:

_____
John Cowen, Jr., Mayor

ATTEST:

_____
Mayra A. Rios, City Secretary

APPROVED AS TO FORM:

_____
Guillermo (Will) S. Trevino, City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Stephen Muse, Accountant III
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** to discuss and approve **Resolution Number 2026-099** expressing official intent to reimburse with tax-exempt obligation proceeds costs associated with certain capital improvements. (Financial Services Department)

Summary:
The City reasonably expects to spend money from its General Fund on expenditures related to certain capital projects (listed in the Reimbursement Resolution) prior to the receipt of proceeds from obligations expected to be issued on a tax-exempt basis by the City. These expenditures are expected to be reimbursed in accordance with the terms of the Reimbursement Resolution. Generally speaking, section 1.150-2 of the United States Treasury Regulations allows the City to use proceeds from tax-exempt obligations to reimburse itself for these payments (if the payments were made no later than 60 days before adoption of the Reimbursement Resolution). This Reimbursement Resolution does not create an obligation to incur any debt; rather, it enables the City to reimburse its General Fund with proceeds from tax-exempt obligations that are expected to be issued.

Project Scope and Analysis:
The following are the anticipated projects to be financed with proceeds from tax-exempt obligations: (1) acquire, construct, improve, renovate, expand and equip (i) multimodal transportation facilities, (ii) public safety facilities, facilities, (iii) animal shelter facilities, (iv) parks and recreational facilities that are generally accessible to the public, and (v) airport facilities; (2) plan, construct, improve and repair streets, highways, sidewalks, bridges, trails, drainage, and parking structure improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements at various locations in the City; (3) acquire vehicles, heavy equipment and other equipment for various City departments (including, but not limited to, the City's Public Safety Department, and Engineering and Public Works Department); (4) acquire, construct, improve and equip water and wastewater system improvements; (5) purchase of materials, supplies, equipment, machinery, buildings, land, and rights of-way for authorized needs and purposes, including in relation to the aforementioned

capital improvements; and (6) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance.

Funding:

Source: 2027 Certificates of Obligation

Amount:

Local Contribution if Applicable:

Recommendation:
Financial Services recommends Approval

Commission Pillar:
Governance

Attachments:
1. IC 2.01 2026 Reimbursement Resolution 2026-99

RESOLUTION NO. 2026-99

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX-EXEMPT OBLIGATION PROCEEDS COSTS ASSOCIATED WITH CERTAIN CAPITAL IMPROVEMENTS

WHEREAS*,** the City Commission of the **CITY OF BROWNSVILLE, TEXAS** (the "City***") hereby determines that it is necessary and desirable to (1) acquire, construct, improve, renovate, expand and equip (i) multimodal transportation facilities, (ii) public safety facilities, including a downtown central fire station (iii) animal shelter facilities, and (iv) landfill facilities; (2) plan, construct, improve and repair streets, highways, sidewalks, bridges, trails, drainage, and parking structure improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements at various locations in the City; (3) acquire vehicles, heavy equipment and other equipment for various City departments (including, but not limited to, the City's Fire Department and Emergency Medical Services, and Engineering and Public Works Department, and IT Department); (4) acquire, improve, equip, and install telecommunications, wireless communications, information technology systems, applications, hardware, software, and cyber security; (5) purchase of other materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes, including in relation to the aforementioned capital improvements; and (6) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance (collectively, the "***Project***s"); and

WHEREAS*,** the City expects that it will pay, from available funds of the City, expenditures in connection with the Projects prior to the issuance of tax-exempt obligations (the "Obligations***") to finance the Projects; and

***WHEREAS*,** the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the United States Treasury Regulations (if the City issues tax-exempt obligations) and the laws of the State of Texas, to reimburse itself for such payments at such time as the City issues Obligations to finance the Projects;

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS THAT:

SECTION 1. EXPECTATION TO INCUR DEBT. The City reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount of *$22,325,000*, for the purpose of paying the costs of the Projects; and

SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3. **THREE-YEAR LIMITATION FOR REIMBURSEMENT.** The foregoing notwithstanding, no Obligations will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4. **INCORPORATION OF RECITALS**. The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage thereof.

[The remainder of this page intentionally left blank]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS THIS ____ DAY OF _____, 2026.

_____
Mayor
City of Brownsville, Texas

Attest:

_____
City Secretary
City of Brownsville, Texas

(City Seal)

** ** ** ** **

CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***"), hereby certify as follows:

1. The City Commission of the City (the "***City Commission***") convened in Regular Meeting on _____ ____, 2026 (the "***Meeting***"), and the roll was called of the duly constituted officers and members of the City Commission, to wit:

John Cowen, Jr., Mayor
Tino Villarreal, Jr., Mayor Pro Tem, Commissioner, At-Large "A"
Nurith Galonsky, Commissioner At-Large "B"
Bryan L. Martinez, Commissioner, District 1
Linda C. Macias, Commissioner, District 2
Gustavo De León, Commissioner, District 3
Pedro Cardenas, Commissioner, District 4

and all of said persons were present, except the following absentees:_____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX-EXEMPT OBLIGATION PROCEEDS COSTS ASSOCIATED WITH CERTAIN CAPITAL IMPROVEMENTS

(the "***Resolution***") was duly introduced for the consideration of the City Commission. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS: ____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission' minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Commission' minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting was given, all as required by Texas Government Code, Chapter 551.

SIGNED AND SEALED the _____ day of _____, 2026.

(SEAL)

_____
City Secretary
City of Brownsville, Texas

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-103** authorizing preparation of an updated Service and Assessment Plan (SAP) for the Paseo De La Resaca Lighting and Landscaping Maintenance Public Improvement District (PID); calling for and authorizing the publication of a Notice of Public Hearing regarding the updated SAP and levy of the PID assessments under Chapter 311, Texas Tax Code, and such other matters related thereto. (Paseo De La Resaca PID Board)

Summary:
The Paso PID Board met and recommended reducing the PID assessment levy from $0.15 to $0.10 per $100 of valuation. A public hearing is required as well as adoption of the levy by ordinance.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends reviewing the SAP update and adopting an assessment level.

Commission Pillar:
Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. Notice of Public Hearing - Paseo SAP Update and PID Levy

NOTICE OF PUBLIC HEARING
CITY OF BROWNSVILLE, TEXAS
PASEO DE LA RESACA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT, A PUBLIC IMPROVEMENT DISTRICT

DATE, TIME, AND PLACE OF THE PUBLIC HEARING. Notice is hereby given that a public hearing will be conducted by the City Commission of Brownsville, Texas, on July 21, 2026, at or after 5:00 p.m. at Brownsville City Hall in the City Commission Chambers, 1001 East Elizabeth Street, Brownsville, Texas 78520. The public hearing will be held to consider an updated service plan and proposed assessment to be levied against the assessable property within the Paseo De La Resaca Landscaping and Lighting Maintenance District, a Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

GENERAL NATURE OF THE PROPOSED O&M COSTS. The purposes of the District include the special supplemental services of public improvement projects authorized by the Act that are necessary for the operation and maintenance of the property within the District, which may include, but not be limited to: (1) payment of annual service costs related to the operation of the District exclusively consisting of actual annual costs of maintenance of right-of-way and recreation improvements, including but not limited to landscaping, streetscapes, recreational facilities, parks, green spaces, trails, fountains, lighting, signage, retaining walls, and public art financed by assessments levied on property within the District; (2) payment of expenses related to the establishment of the District including establishing, administering, and operating the District, and (3) payment of expenses related to the collection of the annual assessments (collectively, the "O&M Costs"). These O&M Costs shall promote the interests of the City and confer a special benefit upon the District.

ESTIMATED COST OF THE O&M COSTS. The estimated total costs of the O&M Costs for the District's operation will be a total of approximately $524,390 for the first year of the updated services and assessment plan. The O&M Costs for subsequent years will be determined during the annual update to the service plan, approved by the City each year in accordance with Section 372.013 of the Act.

BOUNDARIES OF THE ASSESSMENT DISTRICT. The boundaries of the District include approximately 895.717 acres of land generally described as land fronting FM 802, also known locally as Ruben M. Torres Sr. Boulevard, located within the corporate boundaries of the City, and as more particularly described by a metes and bounds description available at Brownsville City Hall, 1001 East Elizabeth Street, Brownsville, Texas 78520, and available for public inspection.

PROPOSED METHOD OF ASSESSMENT. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the cost on property similarly benefitted. No municipal property within the District shall be assessed. The proposed assessment levy is $0.10 per $100.00 valuation of the properties within the District, as collected by the Cameron County Tax Assessor Collector.

PROPOSED APPORTIONMENT OF COST BETWEEN THE DISTRICT AND THE CITY. All costs incurred by the District shall be paid by the District, and there shall be no apportionment of costs between the District and the City. The City will not be obligated to provide any funds to finance the O&M Costs, other than from assessments levied on the District.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the proposed Assessment Roll, and updated Service Assessment Plan, which includes the assessment proposed to be levied against each parcel of land within the District is available for public

inspection at the office of the City Secretary, Brownsville City Hall, 1001 East Elizabeth Street, Brownsville, Texas 78520.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1806**, to annex into the City of Brownsville boundary limits, a property described as a 47.27-acre tract being Lot 1, Block 202, El Jardin Resubdivision, according to the map or plat thereof recorded in Volume 4, Page 48, Map Records of Cameron County, Texas, save and except all that part or portion thereof conveyed to the County of Cameron in deed dated November 18, 1993, recorded in Volume 2658, Page 181, Official Records of Cameron County, Texas, located on South Dakota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:

Saketa Holdings, LLC., owner of the subject land, has submitted a formal voluntary petition to extend the present city limits to include the following described territory, to wit:

Being a 47.27-acre tract being all of Lot 1, Block 202, El Jardin Resubdivision, according to the map or plat thereof recorded in Volume 4, Page 48, Map Records of Cameron County, Texas, save and except all that part or portion thereof conveyed to the County of Cameron in deed dated November 18, 1993, recorded in Volume 2658, Page 181, Official Records of Cameron County, Texas, located on South Dakota Avenue, Brownsville, Texas 78521.

Project Scope and Analysis:

The subject property is the future site of Mariposa Meadows Subdivision, a single-family residential neighborhood that will be made up of Townhome lots (approximately 3,400 sq. ft.) and standard single-family residential lots (approximately 6,300 to 7,300 sq. ft.). The area being annexed will have the capacity to harbor 299 lots in total. It is important to note that all corresponding documents related to the platting process have been submitted to the Planning & Redevelopment Department staff. The developer has committed to completing the construction of all improvements tied to the platting process by December 31, 2026, as per the submitted Engineering Report. Additionally, Saketa Holdings, LLC. has entered into a written agreement for the provision of services with the municipality.

The Planning and Redevelopment Department staff has certified that the above-described tract of land is contiguous and adjacent to the City of Brownsville, Texas and that all procedural requirements prescribed by the Texas Local Government Code, Chapter 43-Municipal Annexation, have been duly followed with respect to the aforementioned territory.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff recommends approval of the proposed annexation.

The item was approved by the City Commission at first reading on June 16, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Binder Annexation Ordinance 2026-1806

ORDINANCE NUMBER 2026-1806

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, the City of Brownsville is a home rule municipality created and existing under the laws of the State of Texas and situated in Cameron County, Texas; and,

WHEREAS, §43.003 of the Texas Local Government Code authorizes a home rule municipality to extend the boundaries of the municipality and annex area adjacent to the municipality in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43.

WHEREAS, SAKETA HOLDINGS, LLC. has filed a petition for annexation for a 47.27-acre tract of land attached hereto as Exhibit "A"; and,

WHEREAS, the property being petitioned is fully described by survey, metes and bounds attached hereto as Exhibit "B"; and,

WHEREAS, the annexation of the territory described in Exhibit "B" serves the interests of the current and future residents of the City of Brownsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

1. That the heretofore described property is hereby annexed to the City of Brownsville, Cameron County, Texas, and that the boundary limits of the City of Brownsville be and the same are hereby extended to include the above described territory within the city limits of the City of Brownsville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Brownsville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A service plan or agreement for the area is hereby adopted and attached as Exhibit "C".

INTRODUCED at a public hearing on June 16, 2026. Passed at Second and Final Reading and ADOPTED, APPROVED, ENACTED on July 7, 2026.

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino
City Attorney

SAKETA HOLDINGS, LLC
1205 CENTRAL BLVD.
BROWNSVILLE, TX 78520

May 1, 2026

City Manager
City of Brownsville
1001 East Elizabeth Street
Brownsville, TX 78522-0911

RE: PETITION OF SAKETA HOLDINGS, LLC TO ANNEX 47.27 ACRES OF REAL PROPERTY INTO THE CITY OF BROWNSVILLE.

To whom it may concern:

Saketa Holdings, LLC, as the Owner of the foregoing real property described as Lot One (1), Block Two Hundred Two (202), El Jardin Resubdivision, Cameron County, Texas, requests that the City of Brownsville annex this real property which currently lies outside the jurisdictional limits of the City of Brownsville. Saketa Holdings, LLC ("Landowner") owns all of the 47.27 acre tract ("Tract"), which Tract is graphically depicted in Exhibit A attached hereto and described by metes and bounds in Exhibit B attached hereto.

Saketa Holdings, LLC as the Landowner, respectfully petitions the City of Brownsville for the annexation of the Tract into the limits of the City of Brownsville. Saketa Holdings, LLC will be responsible for all infrastructure improvements/construction for the development of this property.

As stated above, the Landowner is the sole owner of the Tract, consisting of approximately 47.27 acres of land. The annexation of the Tract into the City of Brownsville is necessary and in the best interest of the public for the following reasons: (i) the Tract will require access to municipal services, including water, wastewater, and other utilities, as may be made available by the Brownsville Public Utilities Board and/or El Jardin Water Supply Corporation; (ii) the Tract is planned for development for residential uses; (iii) annexation will promote and protect the health, safety, and general welfare of the present and future

residents, occupants, and users of the Tract; and (iv) annexation will facilitate the orderly development of the area and ensure adequate protection of lands, property and residences within the Tract through the application of the City's ordinances, regulations, and services.

Saketa Holdings, LLC, therefore, respectfully requests that this petition be properly filed as provided by law, that a hearing be set on this petition, that notice be issued in accordance with the law, and that the City Commission conduct such hearings and take all such actions legally necessary to annex the Tract into the City of Brownsville.

Respectfully submitted,
Saketa Holdings, LLC

Srinivasa Talla
President

STATE OF TEXAS
COUNTY OF Cameron

Before me, the undersigned authority, personally appeared Srinivasa Talla, known to me to be the persons whose names are subscribed in the above and foregoing instrument and acknowledged to me that they executed the same for the purpose and considerations therein stated:

Given under my hand and seal of office this 1 Day of May 2026

Notary Public, _____, Texas

HEIDI JM GAMBLE
Notary Public, State of Texas
Comm. Expires 12-23-2028
Notary ID 13283940-0

ACKNOWLEDGMENT OF ORDINANCE NUMBER 2026-1806

Saketa Holdings, LLC, owner and developer of the subject land, the undersigned, hereby affirm and acknowledges the foregoing Ordinance Number 2026-1806 which includes the Service Plan Agreement that was duly passed and adopted by the City Commission of the City of Brownsville, Texas, on this 13 day of May, 2026.

Srinivasa Talla
Signature

MANAGER
Title

5/13/2026
Date

STATE OF TEXAS §
§
§
COUNTY OF CAMERON

This instrument was acknowledged before me May 13, 2026, 2026, by Srinivasa Talla (personally known to me ~~or~~ proved to me through as identification), in his capacity as owner of Saketa Holdings LLC, a Texas Limited Liability Company.

Heidi M Gamble
Notary Public, State of Texas

My Commission Expires:

12-23-2028

Heidi M Gamble
Printed/Typed Name

Notary Seal
HEIDI M GAMBLE
Notary Public, State of Texas
Comm. Expires 12-23-2028
Notary ID 13283940-0

JCS ENGINEERING AND SURVEYING

TEXAS ENGINEERING FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200 **Tel: (956) 565-2688 / Fax: (956) 565-0347**

METES AND BOUNDS DESCRIPTION

A 47.27 acre tract, more or less, being Lot One (1), Block Two Hundred Two (202), El Jardin Resubdivision, Cameron County, Texas, according to the map or plat thereof recorded in Volume 4, Page 48, Map Records of Cameron County, Texas, save and except all that part or portion thereof conveyed to the County of Cameron in deed dated November 18, 1993, recorded in Volume 2658, Page 181, Official Records of Cameron County, Texas; Said 42.27 acre tract being more particularly described by Metes and Bounds as follows: (Basis of Bearing: Texas State Plane Coordinate System of 1983, South Zone 4205.)

COMMENCING at a point in the intersection of the centerline of South Dakota Avenue (40' original Right-of-Way) and the centerline of Del Rio Road (40' original Right-of-Way), said point being the northwest corner of said Lot 1, Block 202; Thence, along the centerline of said Del Rio Road and along the north line of said Lot 1, Block 202, North 88 Degrees 59 Minutes 40 Seconds East, a distance of 75.00 feet to a point for the **POINT OF BEGINNING** and for the northwest corner of the tract herein described.

THENCE, continuing along the centerline of said Del Rio Road and along the north line of said Lot 1, Block 202, North 88 Degrees 59 Minutes 40 Seconds East, a distance of 1532.64 feet to a point for the northeast corner of said Lot 1, Block 202 and for the northeast corner of the tract herein described.

THENCE, along the east line of said Lot 1, Block 202, South 00 Degrees 40 Minutes 40 Seconds West, a distance of 1,319.97 feet to a point for the southeast corner of said Lot 1, Block 202 and for the southeast corner of the tract herein described.

THENCE, along the south line of said Lot 1, Block 202, South 88 Degrees 59 Minutes 40 Seconds West, a distance of 1,565.32 feet to a point in the east right-of-way line of said South Dakota Avenue conveyed to the County of Cameron in deed dated November 18, 1993, recorded in Volume 2658, Page 181, Official Records of Cameron County, Texas for the southwest corner of the tract herein described.

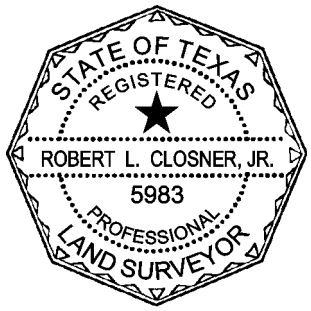
THENCE, along the east right-of-way line of said South Dakota Avenue, North 01 Degrees 00 Minutes 40 Seconds East, a distance of 1265.20 feet to a ½" Iron Rod found for an outside corner of the tract herein described.

THENCE, continuing along the east right-of-way line of said South Dakota Avenue, North 45 Degrees 00 Minutes 10 Seconds East, a distance of 35.97 feet to a ½" Iron Rod found for an inside corner of the tract herein described.

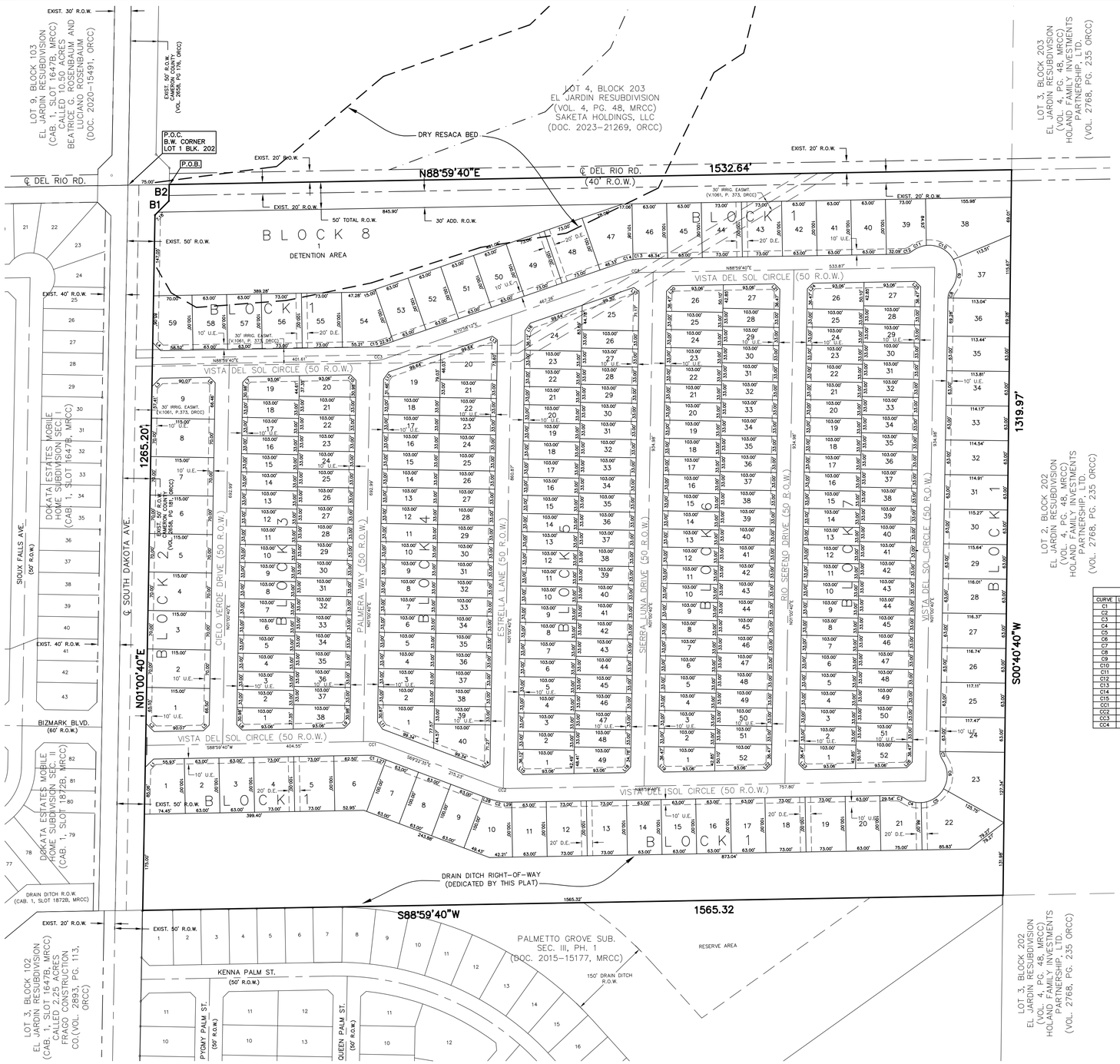
THENCE, continuing along the east right-of-way line said South Dakota Avenue, North 01 Degrees 00 Minutes 40 Seconds East, a distance of 30.02 feet to the **POINT OF BEGINNING** containing 47.27 acres, more or less.

All distances are in feet.

Robert L. Closner, Jr., R.P.L.S.
Reg. No. 5983

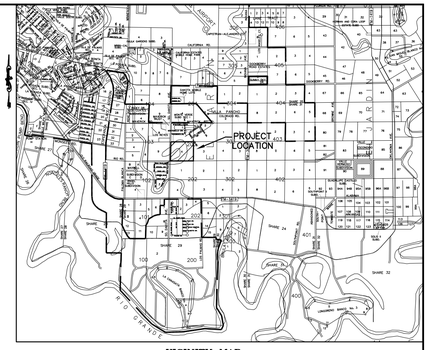


5/6/26
Date



SCALE 1" = 100'

LEGEND	
◉	Conc. Monu. Set
⊠	Conc. Monu. Found
○	Iron Pin Found
●	1/2" Iron Pin Set
✕	CPS Found
✕	Nail set in pavement
U.E.	Utility Easement
D.E.	Drainage Easement



VICINITY MAP
SCALE: 1" = 2000'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C1	18.88	50.00	18.76	N80°11'28"W
C2	37.75	100.00	37.53	S80°11'28"E
C3	15.54	25.00	15.29	N73°11'55"W
C4	32.87	50.00	32.28	S74°13'31"E
C5	50.00	50.00	47.95	N58°17'30"E
C6	56.06	50.00	53.17	N02°28'50"W
C7	15.54	25.00	15.29	S16°47'45"E
C8	16.24	25.00	15.95	S19°37'07"W
C9	58.62	50.00	55.32	N04°38'25"E
C10	58.62	50.00	55.32	N62°31'55"W
C11	28.01	50.00	27.65	S67°49'50"W
C12	16.24	25.00	15.95	N70°23'12"E
C13	14.71	100.00	14.70	S84°46'46"W
C14	16.75	100.00	16.73	S75°46'02"W
C15	15.73	50.00	15.66	N79°58'56"E
CC1	28.31	75.00	28.14	S80°11'28"E
CC2	28.31	75.00	28.14	S80°11'28"E
CC3	23.59	75.00	23.50	N79°58'56"E
CC4	23.59	75.00	23.50	N79°58'56"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.58	N45°00'10"E
L2	20.84	N44°59'50"W
L3	21.58	N45°00'10"E
L4	20.84	S44°59'50"E
L5	14.39	N45°00'10"E
L6	13.89	S44°59'50"E
L7	14.39	N45°00'10"E
L8	13.89	S44°59'50"E
L9	14.39	N45°00'10"E
L10	13.89	S44°59'50"E
L11	16.34	N34°10'58"W
L12	16.39	N35°59'28"E
L13	11.47	S54°00'34"E
L14	11.53	S55°49'09"W
L15	13.89	S44°59'50"E
L16	16.39	N35°59'28"E
L17	12.36	S50°49'18"E
L18	14.39	S45°00'10"W
L19	13.89	N44°59'50"W
L20	14.39	N45°00'10"E
L21	13.89	S44°59'50"E
L22	14.39	S45°00'10"W
L23	13.89	N44°59'50"W
L24	14.39	N45°00'10"E
L25	13.89	S44°59'50"E
L26	14.39	S45°00'10"W
L27	15.00	S69°22'35"E
L28	11.23	S69°22'35"E
L29	4.00	N88°59'40"E
B1	35.97	N45°00'10"E
B2	30.02	N01°00'40"E

METES AND BOUNDS DESCRIPTION

A 47.27 ACRE TRACT, MORE OR LESS, BEING LOT ONE (1), BLOCK TWO HUNDRED TWO (202), EL JARDIN RESUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS OF CAMERON COUNTY, TEXAS, SAVE AND EXCEPT ALL THAT PART OR PORTION THEREOF CONVEYED TO THE COUNTY OF CAMERON IN DEED DATED NOVEMBER 18, 1993, RECORDED IN VOLUME 2658, PAGE 181, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS; SAID 42.27 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205.)

COMMENCING AT A POINT IN THE INTERSECTION OF THE CENTERLINE OF SOUTH DAKOTA AVENUE (40' ORIGINAL RIGHT-OF-WAY) AND THE CENTERLINE OF DEL RIO ROAD (40' ORIGINAL RIGHT-OF-WAY), SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 202; THENCE, ALONG THE CENTERLINE OF SAID DEL RIO ROAD AND ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 202, NORTH 88 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 75.00 FEET TO A POINT FOR THE POINT OF BEGINNING AND FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, CONTINUING ALONG THE CENTERLINE OF SAID DEL RIO ROAD AND ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 202, NORTH 88 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,532.64 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 202 AND FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 202, SOUTH 00 DEGREES 40 MINUTES 40 SECONDS WEST, A DISTANCE OF 1,319.97 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 202 AND FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 202, SOUTH 88 DEGREES 59 MINUTES 40 SECONDS WEST, A DISTANCE OF 1,565.32 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH DAKOTA AVENUE CONVEYED TO THE COUNTY OF CAMERON IN DEED DATED NOVEMBER 18, 1993, RECORDED IN VOLUME 2658, PAGE 181, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH DAKOTA AVENUE, NORTH 01 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 1265.20 FEET TO A ½" IRON ROD FOUND FOR AN OUTSIDE CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH DAKOTA AVENUE, NORTH 45 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 35.97 FEET TO A ½" IRON ROD FOUND FOR AN INSIDE CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE SAID SOUTH DAKOTA AVENUE, NORTH 01 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING CONTAINING 47.27 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE BEST OF MY KNOWLEDGE. ALL DISTANCES ARE IN FEET.

ROBERT L. CLOSNER, JR., R.P.L.S.
REG. NO. 5983

5/6/26
DATE

APRIL 2026
DATE OF SURVEY

STATE OF TEXAS
REGISTERED
ROBERT L. CLOSNER, JR.
5983
PROFESSIONAL
LAND SURVEYOR

MASTER PLAN
MARIPOSA MEADOWS SUBDIVISION

A 47.27 ACRE TRACT BEING LOT ONE (1), BLOCK TWO HUNDRED TWO (202), EL JARDIN RESUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS OF CAMERON COUNTY, TEXAS. SAVE AND EXCEPT ALL THAT PART OR PORTION THEREOF CONVEYED TO THE COUNTY OF CAMERON IN DEED DATED NOVEMBER 18, 1993, RECORDED IN VOLUME 2658, PAGE 181, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

PLAT NOTES AND RESTRICTIONS:

1.) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD; ACCORDING TO COMMUNITY PANEL NUMBER: 480661C0580F, EFF DATE 2/16/18, AS PREPARED BY FEMA. BASED ON GRAPHICAL REPRESENTATION.

2.) MINIMUM FINISHED FLOOR ELEVATION SHALL BE ELEV. 18" ABOVE TOP OF CURB AT CENTER OF LOT.

3.) BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983, TEXAS SOUTH ZONE.

4.) SETBACKS SHALL COMPLY WITH CITY ZONING ORDINANCE.

5.) ALL LOTS DESIGNATED FOR RESIDENTIAL USE.

6.) ALL STREET RIGHT-OF-WAY, AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE CITY OF BROWNSVILLE BY THIS PLAT.

7.) ALL COMMON/DRAINAGE AREAS SHALL BE MAINTAINED BY THE HOA.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	PHONE
OWNER/DEVELOPER:	SAKETA HOLDINGS, LLC	1205 CENTRAL BLVD., BROWNSVILLE, TX	(845) 494-0320
ENGINEER:	ROBERT L. CLOSNER, JR.	P.O. BOX 170, MERCEDES, TX	(956) 565-2688
SURVEYOR:	ROBERT L. CLOSNER, JR.	P.O. BOX 170, MERCEDES, TX	(956) 565-2688

JCS ENGINEERING AND SURVEYING
PO BOX 170
MERCEDES, TEXAS 78570
PHONE (956) 565-2688
FAX (956) 565-0347
TBPE FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200

City of Brownsville Service Plan

The following services are to be provided within ninety (90) days:

1. **Police Protection:** Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency medical response.

2. **Fire Protection and Emergency Medical Services:** The City of Brownsville will provide first response fire and EMS service from Fire Station #3

3. **Solid Waste Collection:** The collection and disposal of solid waste will be extended to the area within thirty (30) days on the same basis as other residential and institutional customers. Disposal of all solid waste will be at the municipal sanitary landfill.

4. **Public Water and Sewer Services:** Water service will be provided to customer at the same rates charged like customer within the city limits. The City of Brownsville's subdivision ordinance requires that all line extension be made at the expense of the subdivider. The subdivision ordinance requires all lines extensions to conform to the standards and specifications adopted by the respective water purveyor. Water for the fire protection will be provide to the track on the same basis and subject to the same requirements as well new development within the city limits.

5. **Maintenance of Roads and Streets:** Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new developments be provided by the developer.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools:** No public parks, playgrounds, or swimming pools are located within the tract. All recreational facilities required by the development shall be provided at the expense of the developer, its successors and assigns, at such time as warranted by the development.

7. **Maintenance of Other Public Facilities:** All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the City at such time as warranted by the development

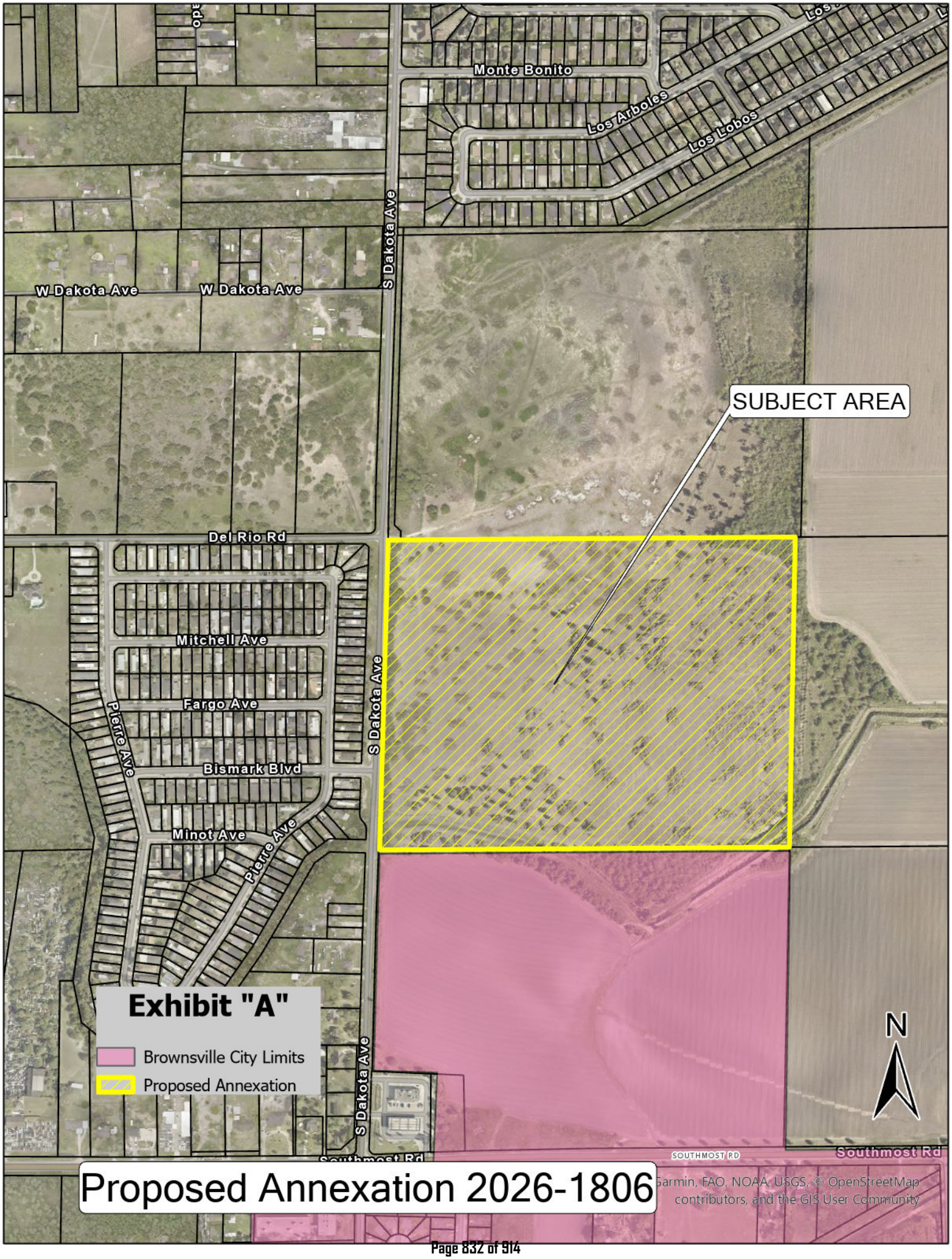
This Service Plan does not contemplate the creation of another political subdivision. It also does not propose fewer or a lower level of services than those currently existing in the tract.

Capital Improvements

The Service Plan does not require a landowner in the area to fund any necessary capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code, unless otherwise agreed to by the landowner.

Construction of any necessary capital improvements shall begin within two and a half years of the effective date of the annexation and shall be substantially completed within four and a half years after the date as provided by Section 43.056, Subchapter C, of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Commission, the ordinance shall supersede any provisions established herein.


Monte Bonito
Los Arboles
Los Lobos
S Dakota Ave
W Dakota Ave
W Dakota Ave
SUBJECT AREA
Del Rio Rd
Mitchell Ave
Fargo Ave
Bismark Blvd
Minot Ave
Pierre Ave
Pierre Ave
S Dakota Ave
S Dakota Ave
Southmost Rd
Exhibit "A"
Brownsville City Limits
Proposed Annexation
N
Proposed Annexation 2026-1806
Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-009**, to rezone from Commercial Corridor (CC) to Residential Estate (RE) to allow a single-family residence for 2.64 acres out of 5.0 acres out of the Baldauf 10.88-acre tract out of the C.B. Hamlet 47.9-acre tract, Share 12, El Jardin Subdivision, Cameron County, Texas, located at 32 Fish Hatchery Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:

Property owner, Ernesto Pena III, proposes to change the Zoning Designation for 2.64 acres out of 5.0 acres out of the Baldauf 10.88-acre tract out of the C.B. Hamlet 47.9-acre tract, Share 12, El Jardin Subdivision, Cameron County, Texas, located at 32 Fish Hatchery Road, Brownsville, Texas 78520. The applicants request to downzone the subject property from Commercial Corridor (CC) to Residential Estate (RE) for the purpose of building a single-family residence.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land and commercial business are also present within proximity of the subject property.

The property is located within the Linkage Corridor and Emerging City District. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject area undergoing the zoning process is currently part of a larger vacant parent tract totaling approximately 5 acres. The 2.64-acre portion where the applicant proposes to construct a residence will be platted separately from the larger parent tract.

The applicant is requesting a zoning reclassification because the current Commercial Corridor (CC) zoning designation only allows commercial development. If approved, the proposed zoning change would allow the property owner to construct a single-family residence.

In general, the proposed use appears to be compatible with the surrounding area and consistent with the existing character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 4, 2026. The Planning and Zoning Commission approves this rezoning from Commercial Corridor (CC) to Residential Estate (RE).
This item was approved by the City Commission at 1st Reading on June 16, 2026.

Commission Pillar:
Planning & Zoning

Attachments:
1. Case 235-2026-009 Binder

ORDINANCE NUMBER 235-2026-009

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM COMMERCIAL CORRIDOR (CC) TO RESIDENTIAL ESTATE (RE) TO ALLOW A SINGLE-FAMILY RESIDENCE FOR 2.64 ACRES OUT OF 5.0 ACRES OUT OF THE BALDAUF 10.88-ACRE TRACT OUT OF THE C.B. HAMLET 47.9-ACRE TRACT, SHARE 12, EL JARDIN SUBDIVISION, CAMERON COUNTY, TEXAS, LOCATED AT 32 FISH HATCHERY ROAD, BROWNSVILLE, TEXAS 78520; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas To rezone from Commercial Corridor (CC) to Residential Estate (RE) to allow a single-family residence for 2.64 acres out of 5.0 acres out of the Baldauf 10.88-acre tract out of the C.B. Hamlet 47.9-acre tract, Share 12, El Jardin Subdivision, Cameron County, Texas, located at 32 Fish Hatchery Road, Brownsville, Texas 78520.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **June 16, 2026**. Passed at First Reading on **June 16, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 7, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Paco Aldape
Property Address: 32 Fish Hatchery Road
Application Type: Rezone
Current Zoning: Corridor Commercial (CC)
Application Date: April 20, 2026
CC Meeting Dates: 1st – June 16, 2026 / 2nd July 7, 2026
Overlay(s): None
No. of Mail-outs: 21 Total

Geo ID: 07-9400-0230-0100-00
Case No.: 235-2026-009
Proposed Use: Single-Family Residence
Proposed Zoning: Residential Estate (RE)
P&Z Date: June 4, 2026
Electoral District: 4
Annexation Year: 1965 - 1984
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 2.64 acres, out of 5.0 acres, out of Baldauf 10.88-acre tract out of the C.B. Hamlet 47.9-acre tract, Share 12, El Jardin Subdivision, Cameron County, Texas, located at 32 Fish Hatchery Road, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Fish Hatchery Road, a Collector.
Predominant Land Use: The predominant land use within the area is a mix of single family residential, with some commercial uses nearby.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Residential Single-Family, Commercial Use
East: Commercial, Residential Single-Family
South: Residential Single-Family
West: Open Space, Residential Single-Family

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE), Corridor Commercial (CC)
East: Corridor Commercial (CC), Regional Center (RC)
South: Residential Estate (RE), Regional Center (RC)
West: Residential Estate (RE)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

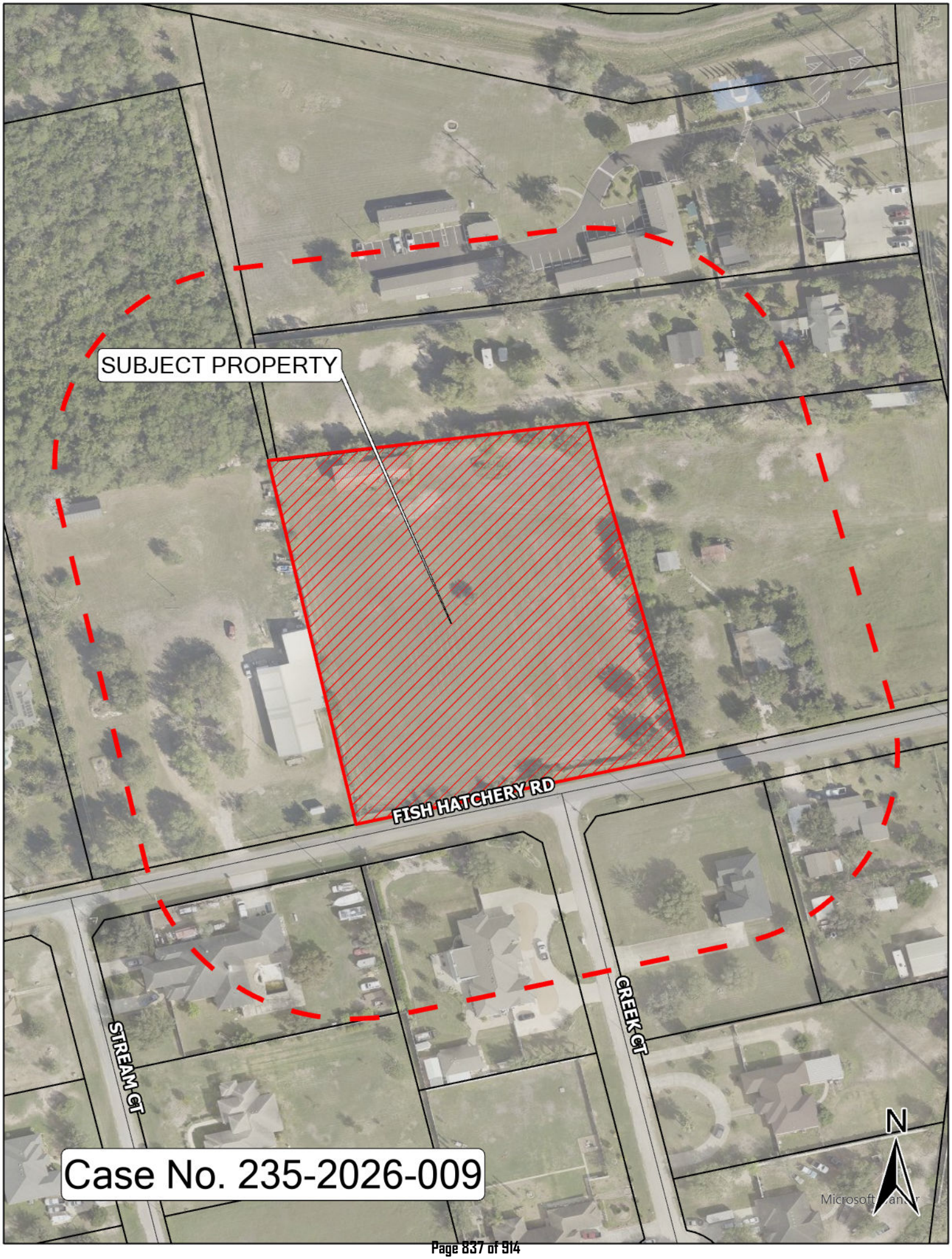
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor and Emerging City West District. Land uses in the Linkage Corridor are primarily commercial, which should have a regional focus. Uses can include medical offices, auditoriums, and sports facilities. Residential uses should constitute about one quarter of the land uses in the form of single-family homes and townhomes and should be an average of 6 dwelling units per acre. The Emerging City West district should be predominantly residential consisting of primarily single-family on large lots with an average density of 1 dwelling unit per acre. Commercial uses should be in the form of community facilities such as schools, parks, preserves and institutional uses such as doctor and veterinarian centers are encouraged It is the opinion of staff that the request is consistent with the Future Land Use Plan as it relates to its residential design for this area.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the zoning change request from Corridor Commercial (CC) District to Residential Estate (RE) District.


SUBJECT PROPERTY
FISH HATCHERY RD
STREAM CT
CREEK CT
N
Case No. 235-2026-009

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

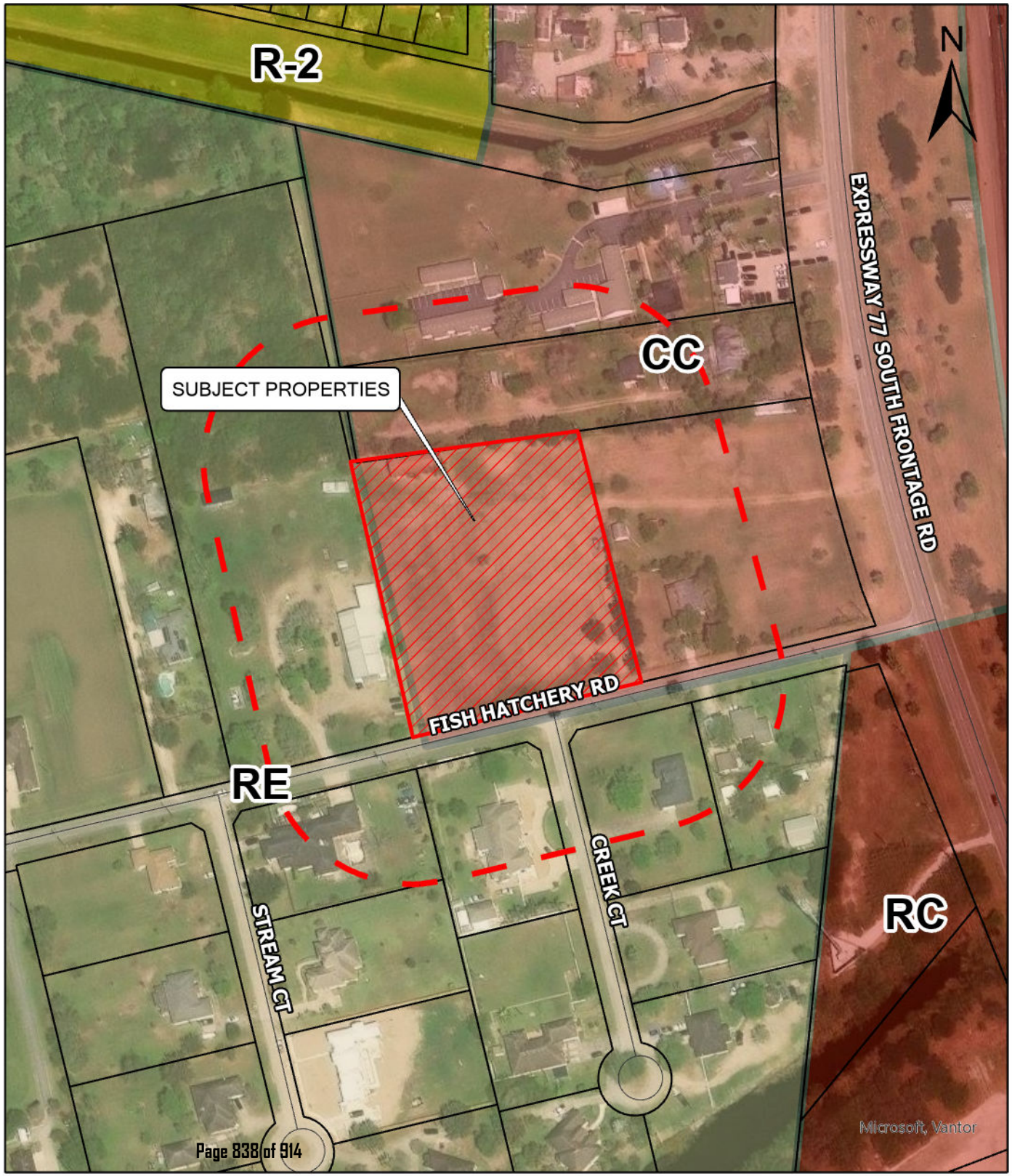
EXHIBIT "A"

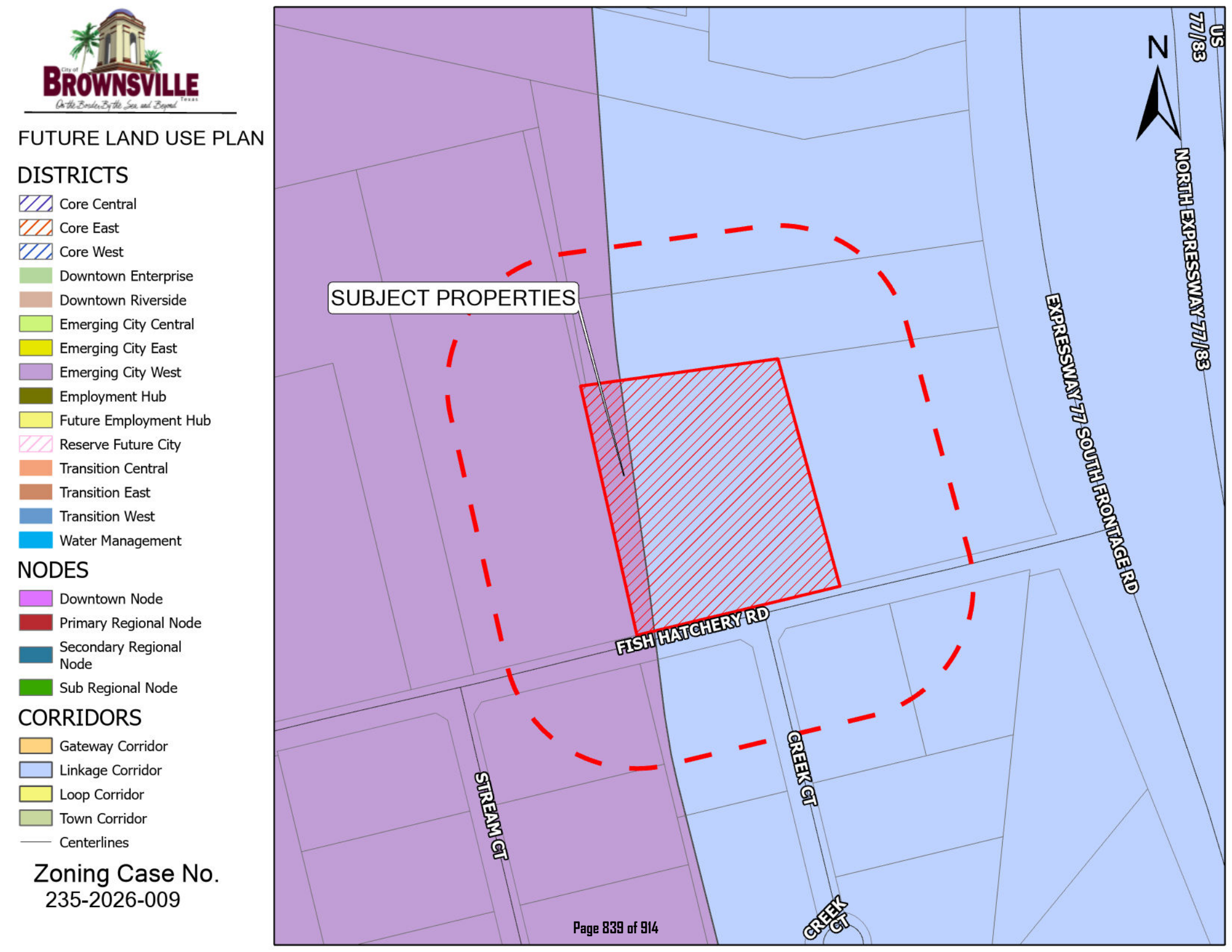
Address:
32 Fish Hatchery Rd,
Brownsville, Texas, 78520

Proposed Zoning:
Residential Estates, RE

Current Zoning:
Commercial Corridor, CC

Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-009
SUBJECT PROPERTIES
N
US 77/83
NORTH EXPRESSWAY 77/83
EXPRESSWAY 77 SOUTH FRONTAGE RD
FISH HATCHERY RD
STREAM CT
CREEK CT
CREEK CT

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-010**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex for Lot 4, Block 4, McKenzie Estates Subdivision, Cameron County, Texas, located at 995 North Iowa Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Luis Aguilar Guerrero, proposes to change the Zoning Designation for Lot 4, Block 4, McKenzie Estates Subdivision, Cameron County, Texas, located at 995 North Iowa Road, Brownsville, Texas 78521. The applicant requests to rezone the subject lots from Residential Single Family (R-1) to Residential Suburban (R-2) for the purpose of building a duplex structure.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as duplex and multi-family, are also present within the vicinity.

The property is located within the Transition East District. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject lot currently contains two structures that are in a state of disrepair. One of the structures is proposed to be demolished and removed, while the other will remain and be rehabilitated for use as a duplex. The property has an approximate area of 0.22 acres, or 9,586 square feet.

The property is located on the east side of Brownsville in an area primarily consisting of single-family residences. However, there are existing duplex and multifamily uses along the same street.

The applicant is requesting a zoning reclassification because the current Residential Single-Family (R-1) zoning designation only permits detached single-family homes. The proposed Residential Suburban (R-2) zoning designation would allow duplex use on the subject property.

In general, the proposed use appears to be compatible with the surrounding area and consistent with the existing character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 4, 2026. The Planning and Zoning Commission approves this rezoning from Residential Single-Family (R-1) to Residential Suburban (R-2).
This item was approved by the City Commission at 1st Reading on June 16, 2026.

Commission Pillar:
Planning & Zoning

Attachments:
1. Case 235-2026-010 Binder

ORDINANCE NUMBER 235-2026-0010

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM RESIDENTIAL SINGLE-FAMILY (R-1) TO RESIDENTIAL SUBURBAN (R-2) TO ALLOW A DUPLEX FOR LOT 4, BLOCK 4, MCKENZIE ESTATES SUBDIVISION, CAMERON COUNTY, TEXAS, LOCATED AT 995 NORTH IOWA ROAD, BROWNSVILLE, TEXAS 78521; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex for Lot 4, Block 4, McKenzie Estates Subdivision, Cameron County, Texas, located at 995 North Iowa Road, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **June 16, 2026**. Passed at First Reading on **June 16, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 7, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Luis Aguilar
Property Address: 995 North Iowa Avenue
Application Type: Rezone
Current Zoning: Residential Single-Family (R-1)
Application Date: April 22, 2026
CC Meeting Dates: 1st – June 16, 2026 / 2nd July 7, 2026
Overlay(s): None
No. of Mail-outs: 21 Total

Geo ID: 76-6500-0040-0040-00
Case No.: 235-2026-010
Proposed Use: Duplex
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: June 4, 2026
Electoral District: 2
Annexation Year: 1991
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 4, Block 4, McKenzie Estates Subdivision, Cameron County, Texas, located at 995 North Iowa Road, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting North Iowa Avenue, a Collector.
Predominant Land Use: The predominant land use within the area is a mix of single and multifamily residential.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Residential Single-Family
East: Residential Single and Multifamily
South: Residential Single-Family
West: Legal Nonconforming Multifamily Use, Residential Single-Family

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single Family (R-1), Residential Suburban (R-2)
East: Residential Transition (R-3)
South: Residential Single Family (R-1)
West: Residential-Single Family (R-1)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

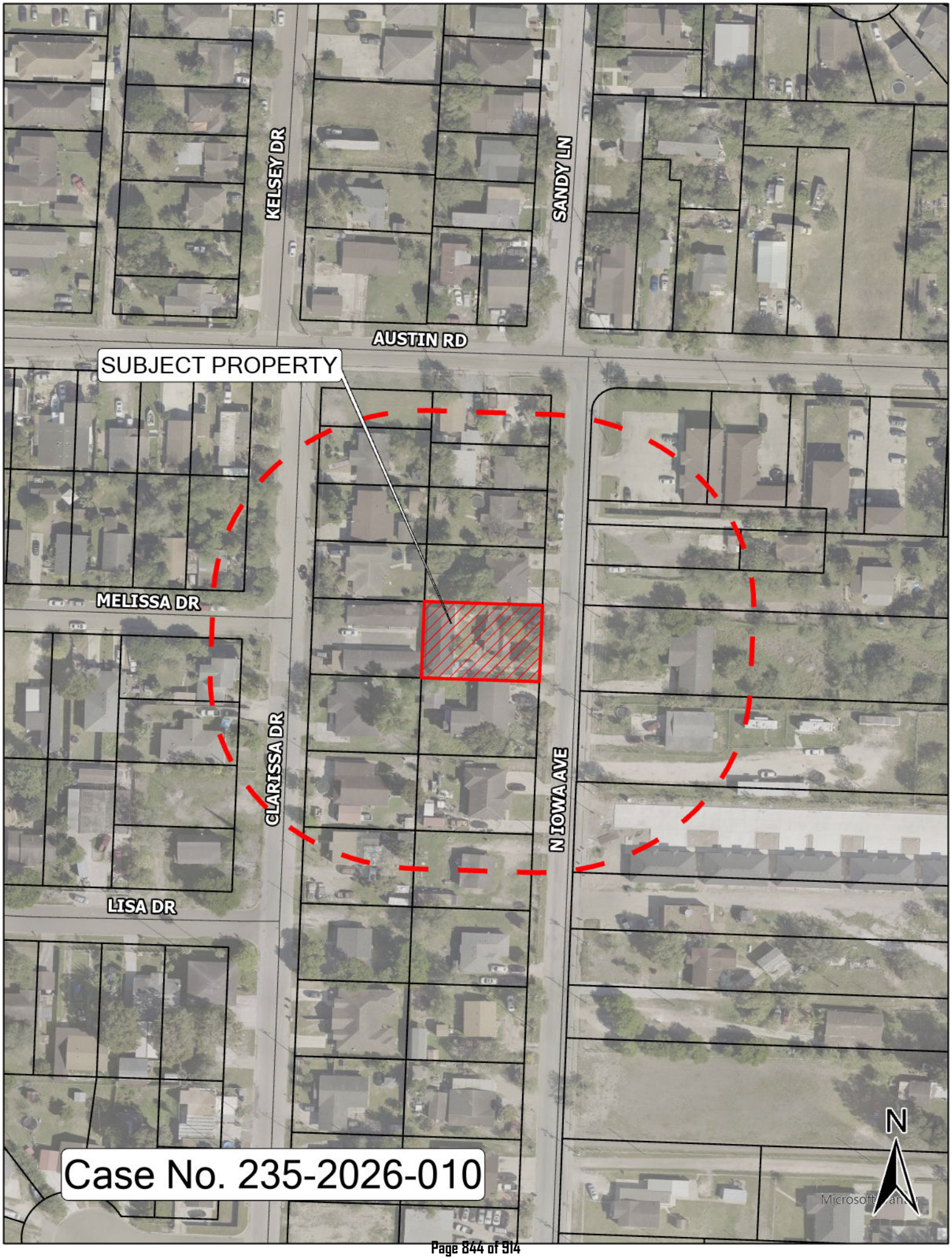
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition East District. The Transition East District is primarily residential with an average density of 2 dwelling units per acre, mostly in the form of single family homes. The non-residential uses should consist of neighborhood and service commercial, schools, parks, infrastructure and municipal support facilities, doctor and veterinarian offices, and some light industrial.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Moreover, residential adjacency requirements would not apply since duplex developments do not generally introduce an intensity or density that would be at odds with adjacent single family residential uses.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the zoning change request from Residential Single Family (R-1) District to Residential Suburban (R-2) District.


KELSEY DR
SANDY LN
AUSTIN RD
SUBJECT PROPERTY
MELISSA DR
CLARISSA DR
N IOWA AVE
LISA DR
N
Case No. 235-2026-010

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

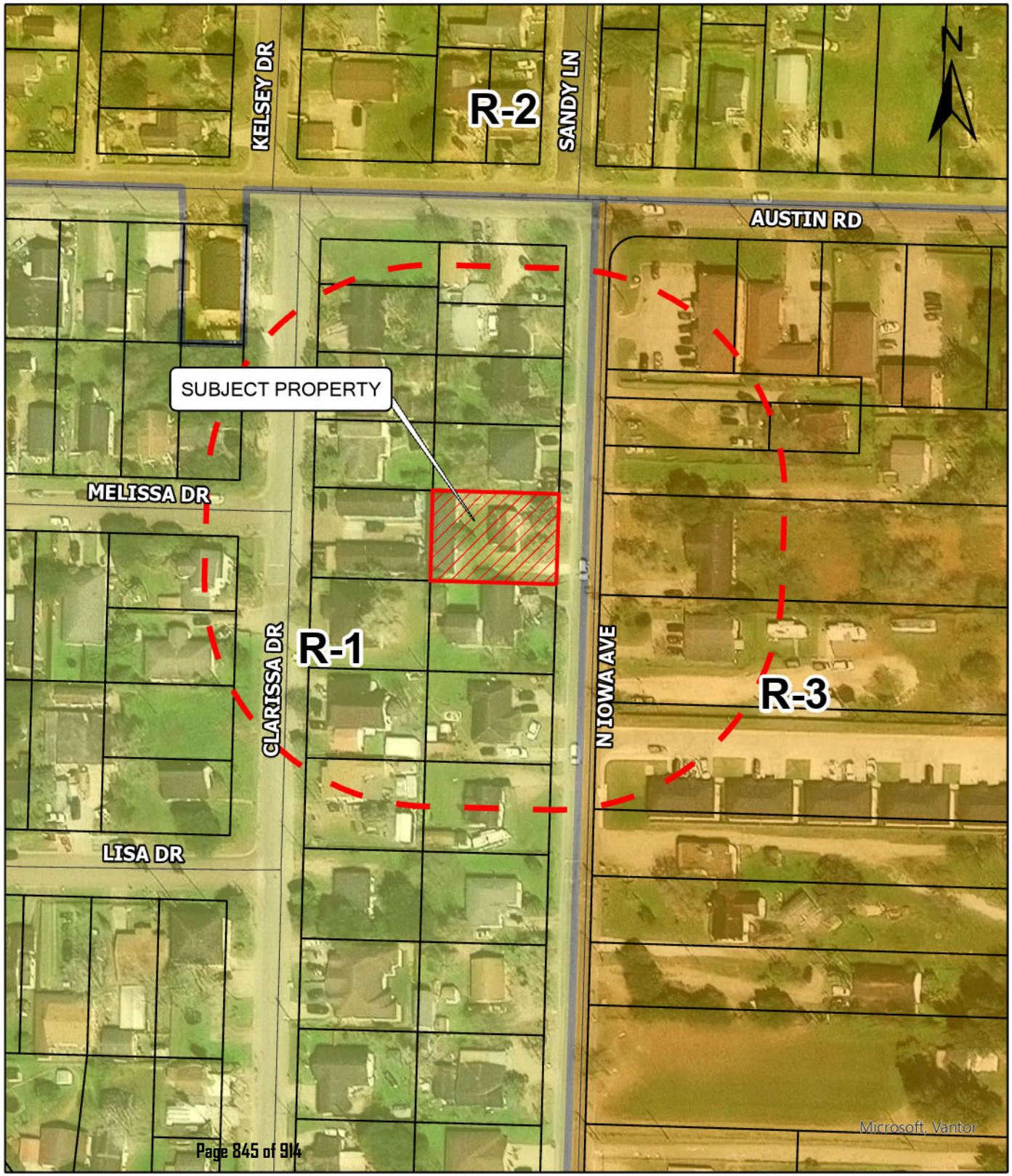
EXHIBIT "A"

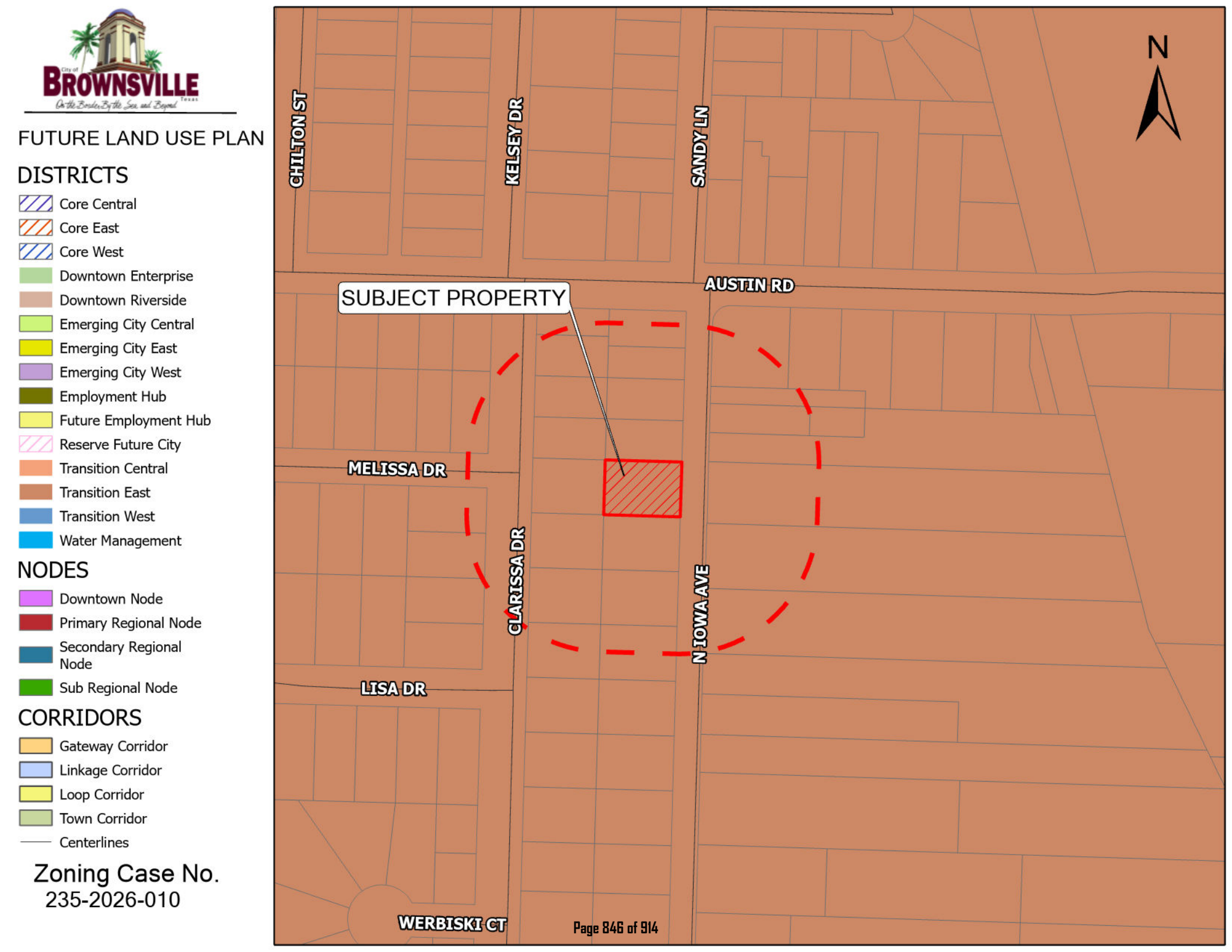
Address:
995 N Iowa Ave,
Brownsville, Texas, 78521

Proposed Zoning:
Residential Single Family, R-1

Current Zoning:
Residential Suburban, R-2

Brownsville Electoral District #2




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-010
CHILTON ST
KELSEY DR
SANDY LN
AUSTIN RD
SUBJECT PROPERTY
MELISSA DR
CLARISSA DR
N IOWA AVE
LISA DR
WERBISKI CT
N

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-011-S**, to request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow an event center for Lot 2, Block 1, Juan Garza Subdivision Replat, Cameron County, Texas, located at 4810 Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:

Property owner, Juan Garza, has requested a Specific Use Permit to allow an event center for Lot 2, Block 1, Juan Garza Subdivision Replat, Cameron County, Texas, located at 4810 Boca Chica Boulevard, Brownsville, Texas 78521. The base zoning of the property is Commercial Corridor (CC).

The predominant land use in the surrounding area is commercial business. Additional uses, such as undeveloped land, residential single-family, and multi-family, are also present within the vicinity.

The property is located within the Loop Corridor. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property is currently developed as a commercial plaza fronting Boca Chica Boulevard. The plaza is divided into three suites. The proposed event center would occupy one suite, while the remaining two suites would be occupied by a beauty salon and an office use.

The proposed event center space has an approximate area of 3,308.5 square feet. The office and beauty salon spaces have approximate areas of 1,430.5 square feet and 1,668.3 square feet, respectively.

Pursuant to the UDC, the establishment and operation of an event hall within city limits requires approval of a Specific Use Permit. A Specific Use Permit provides an additional layer of review and protection for surrounding properties by allowing the City to establish development standards intended to address potential use-related impacts, including noise.

If approved, the development shall be subject to the following conditions:

- Sound mitigation measures, including interior finish-out materials such as acoustic tiles or other approved sound-dampening insulation, shall be installed to ensure that noise levels do not exceed sixty (60) decibels when measured at the common property line shared by the noise-emitting use and adjacent residential zoning districts.
- Parking requirements shall be evaluated based on the hours of operation for each use, as follows:
  - The event center shall operate Fridays and Saturdays from 6:00 p.m. to 11:00 p.m.

o The complementary use, identified as the beauty salon, shall operate Monday through Saturday from 8:00 a.m. to 5:00 p.m.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning & Zoning Commission meeting on June 4, 2026. The Planning & Zoning Commission approves this Specific Use Permit to allow an event center in Commercial Corridor (CC).

This item was approved by the City Commission at 1st Reading on June 16, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Binder 235-2026-011-S

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Juan Ramos
Property Address: 4810 Boca Chica Boulevard
Application Type: Specific Use Permit (SUP)
Current Zoning: Corridor Commercial (CC)
Application Date: March 31, 2026
CC Meeting Dates: 1st – June 16, 2026 / 2nd July 7, 2026
Overlay(s): None
No. of Mail-outs: 21 Total

Geo ID: 04-1630-0010-0020-00
Case No.: 235-2026-011-S
Proposed Use: Event Center w/ Beauty Salon
Proposed Zoning: Corridor Commercial (CC) w/ SUP
P&Z Date: June 4, 2026
Electoral District: 1
Annexation Year: 1930-1964
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 2, Block 1, Juan Garza Subdivision Replat, Cameron County, Texas, located at 4810 Boca Chica Boulevard, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting Boca Chica Blvd, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is mix of commercial uses with single and multifamily residential uses.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Residential Single Family, Commercial Uses, Undeveloped Land
East: Commercial Use, Single Family Residential
South: Single Family Residential, Multifamily Residential and Commercial Use
West: Commercial Use, Single Family and Multifamily Residential

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single Family (R-1), Corridor Commercial (CC)
East: Residential Single Family (R-1), Corridor Commercial (CC) and Regional Center (RC)
South: Corridor Commercial (CC), Residential Single Family (R-1)
West: Corridor Commercial (CC)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Town Corridors are primarily residential with small clusters of commercial land uses such as office and retail uses to serve local residents. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Moreover, the proposed uses will have different hours of operation to comply with parking requirements for the overall development. The event center will operate Fridays and Saturdays from 6:00 PM to 11:00 PM, while the beauty salon will operate Monday through Saturday from 8:00 AM to 5:00 PM.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the Specific Use Permit request within the existing Corridor Commercial (CC) District.

ORDINANCE NUMBER 235-2026-011-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO ALLOW AN EVENT CENTER IN A COMMERCIAL CORRIDOR (CC) ZONING DISTRICT FOR LOT 2, BLOCK 1, JUAN GARZA SUBDIVISION REPLAT, CAMERON COUNTY, TEXAS, LOCATED AT 4810 BOCA CHICA BOULEVARD, BROWNSVILLE, TEXAS 78521.; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas to allow an event center in a Commercial Corridor (CC) zoning district for Lot 2, Block 1, Juan Garza Subdivision Replat, Cameron County, Texas, located at 4810 Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

- Sound mitigation measures and interior finish-out materials such as acoustic tiles or other approved sound-dampening insulators shall be installed to maintain a noise level less than or equal to sixty (60) decibels when measured at the common property line shared by the noise emitting use and adjacent residential zoning districts.
- Parking requirements will be fulfilled based on the hours of operation for each use as follows:
    - The event center will operate Fridays and Saturdays from 6:00pm – 11:00pm
    - The complimentary use (beauty salon) will operate Monday through Saturday 8:00am to 5:00pm.

INTRODUCED at a public hearing on **June 16, 2026**. Passed at First Reading on **June 16, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 7**, **2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

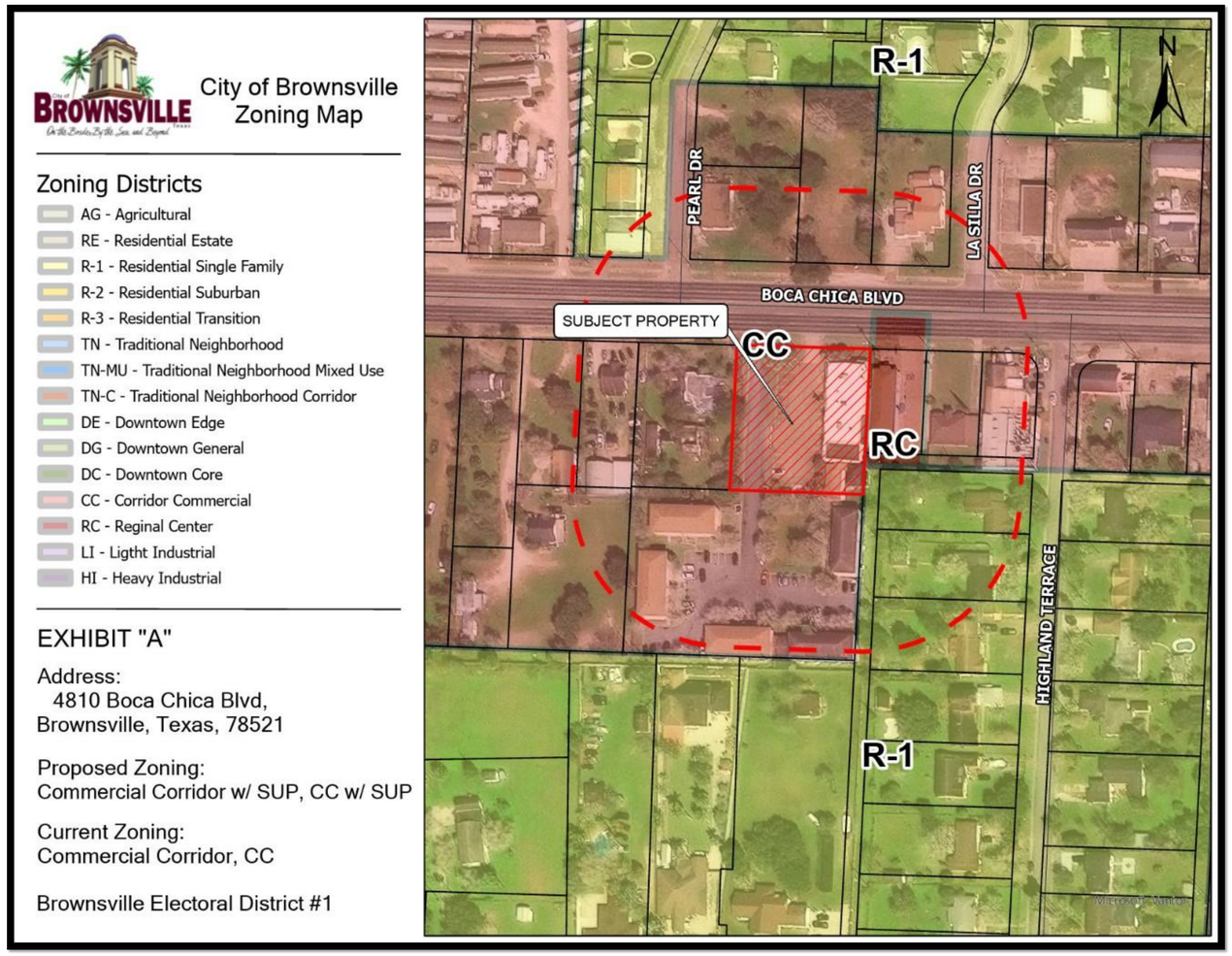

JOHNS AVE
PEARL DR
LAS MITRAS LN
LA SILLA DR
SUBJECT PROPERTY
BOCA CHICA BLVD
HIGHLAND TERRACE
N
Case No. 235-2026-011-S

NOTICE OF PUBLIC HEARING

Date and Time: Thursday, June 4, 2026 at 5:30 PM

Location: Commission Chambers, 2nd Floor of City Hall – Old Federal Building located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas 78520

Request: Ord. No. 235-2026-011-S: To request a Specific Use Permit in a Commercial Corridor (CC) zoning district to allow an event center for Lot 2, Block 1, Juan Garza Subdivision Replat, Cameron County, Texas, located at 4810 Boca Chica Boulevard, Brownsville, Texas 78521



Questions/Comments?:
Please contact the City of Brownsville Planning & Redevelopment Department at: (956) 548-6150

Para más información, favor de llamar al: (956) 548-6150

Located at 1034 E. Levee Street, 2nd Floor, Brownsville, Texas 78250

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

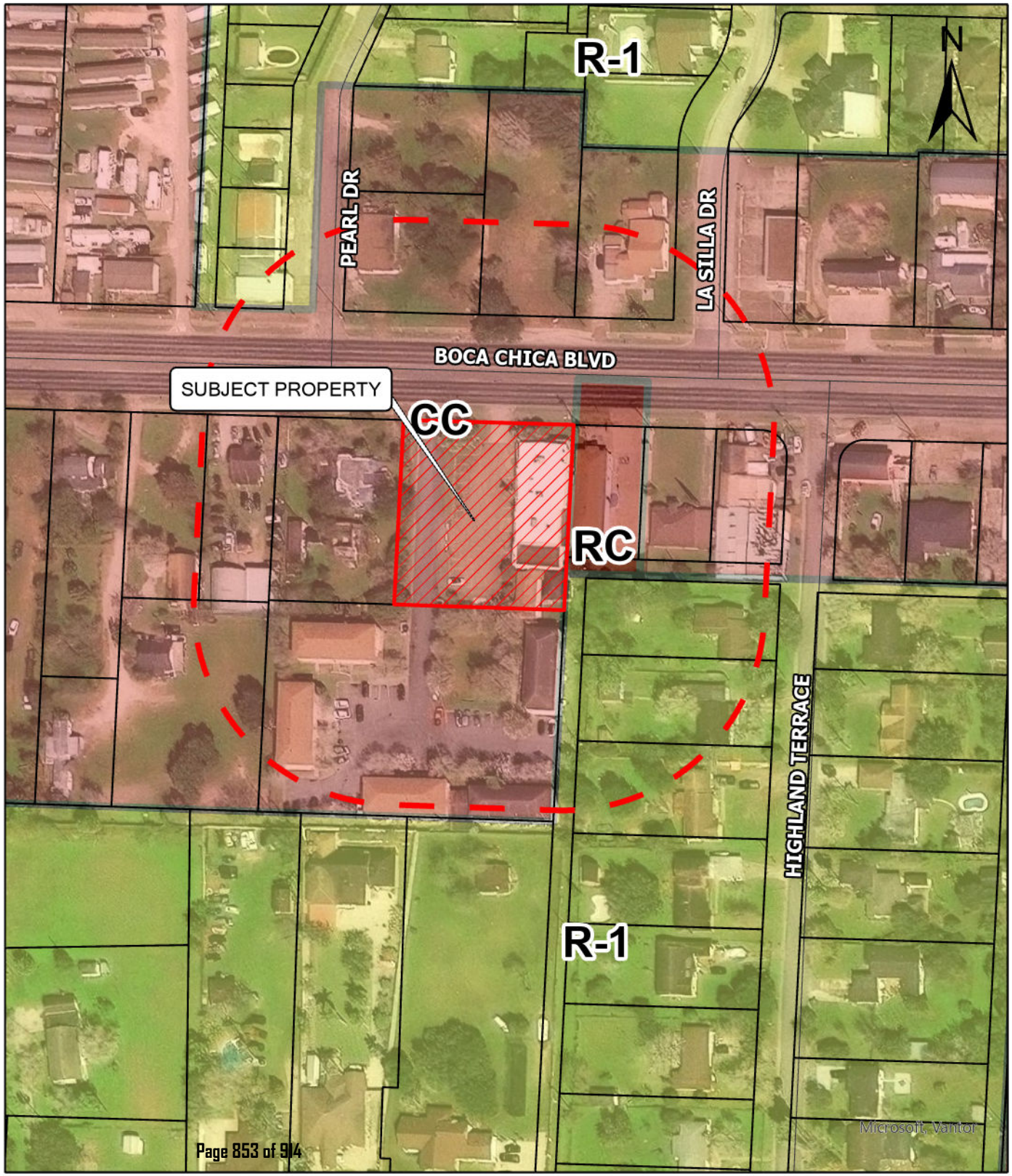
EXHIBIT "A"

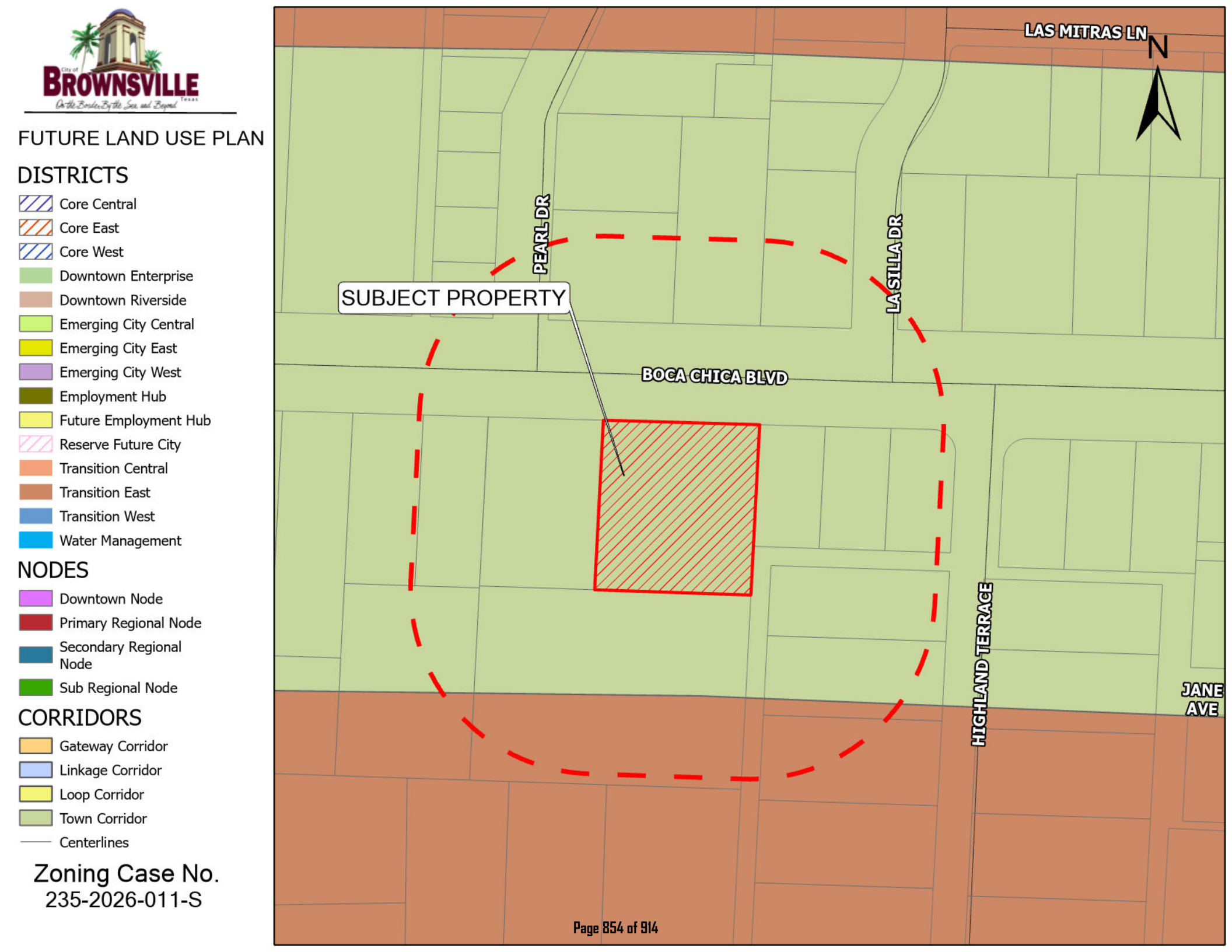
Address:
4810 Boca Chica Blvd,
Brownsville, Texas, 78521

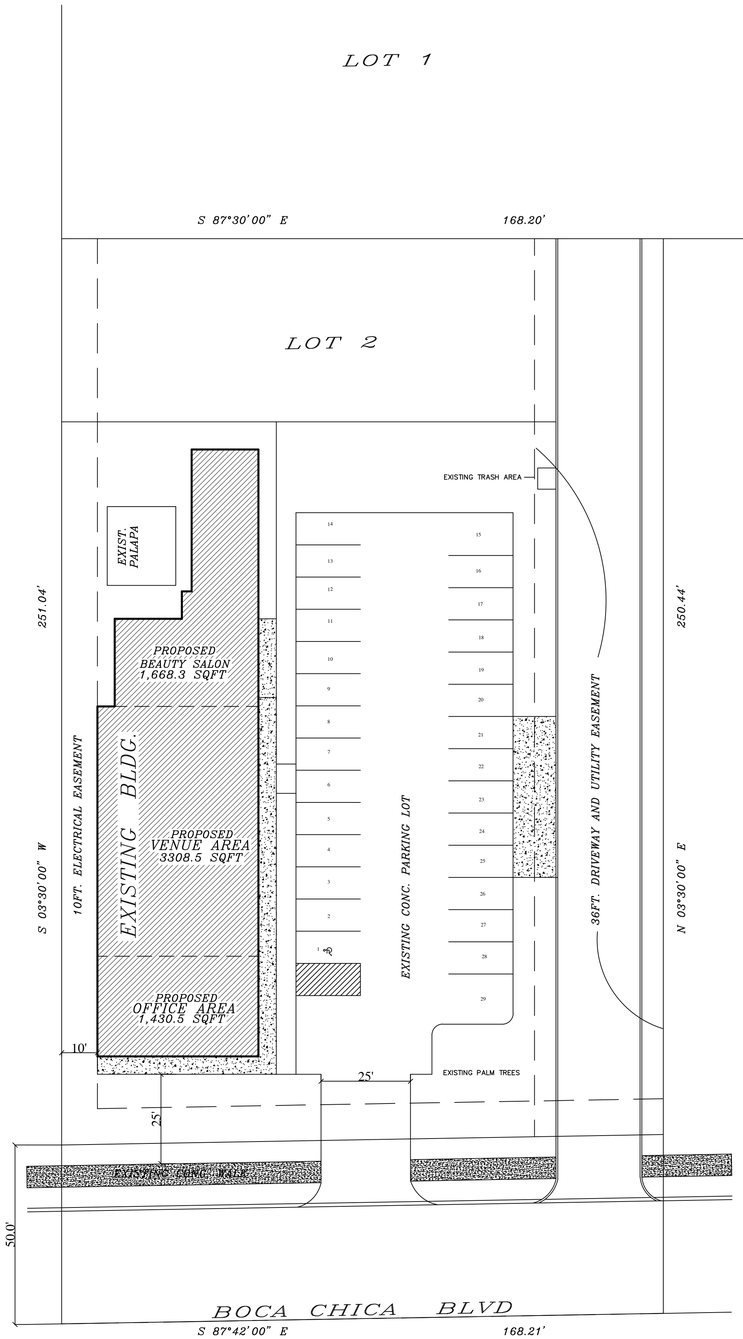
Proposed Zoning:
Commercial Corridor w/ SUP, CC w/ SUP

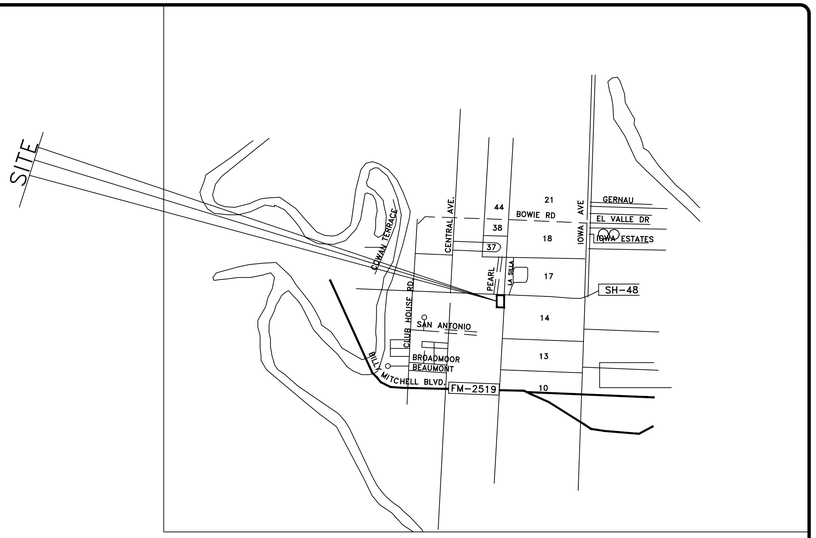
Current Zoning:
Commercial Corridor, CC

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-011-S
LAS MITRAS LN
N
PEARL DR
LA SILLA DR
SUBJECT PROPERTY
BOCA CHICA BLVD
HIGHLAND TERRACE
JANE AVE





VICINITY MAP

NTS

NOTE: NOTE: SOUND MITIGATION MEASURES AND INTERIOR FINISH-OUT MATERIALS SUCH AS ACOUSTIC TILES OR OTHER APPROVED SOUND-DAMPENING INSULATORS SHALL BE INSTALLED TO MAINTAIN A NOISE LEVEL LESS THAN OR EQUAL TO SIXTY (60) DECIBELS WHEN MEASURED AT THE COMMON PROPERTY LINE SHARED BY THE NOISE EMITTING USE AND ADJACENT RESIDENTIAL ZONING DISTRICTS.

SITE PLAN

LOT 2, BLOCK 1, JUAN GARZA SUBDIVISION

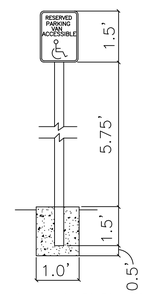
IN THE CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS

SCALE : 1" = 20'

VENUE AREA: 3,308.5 SQFT.
1 PERSON PER 150 SF.
–PARKING SPACES REQ"D. ----------22
TOTAL–PARKING SPACES PROPOSED. -----29

PROPERTY ADDRESS: 2227 4810 BOCA CHICA BLVD
BROWNSVILLE, TEXAS. 78521

NOTE " PROPERTY OWNER'S NAME : JUAN GARZA
BROWNSVILLE,TEXAS 78520



VAN ACCESSIBLE HANDICAP SIGN

NOTE: CONTRACTOR MUST CAREFULLY REVIEW ALL DRAWINGS AND REPORT ANY MISTAKES OR OMISSIONS TO THE DRAFTSMAN BEFORE COMMENCING WORK.

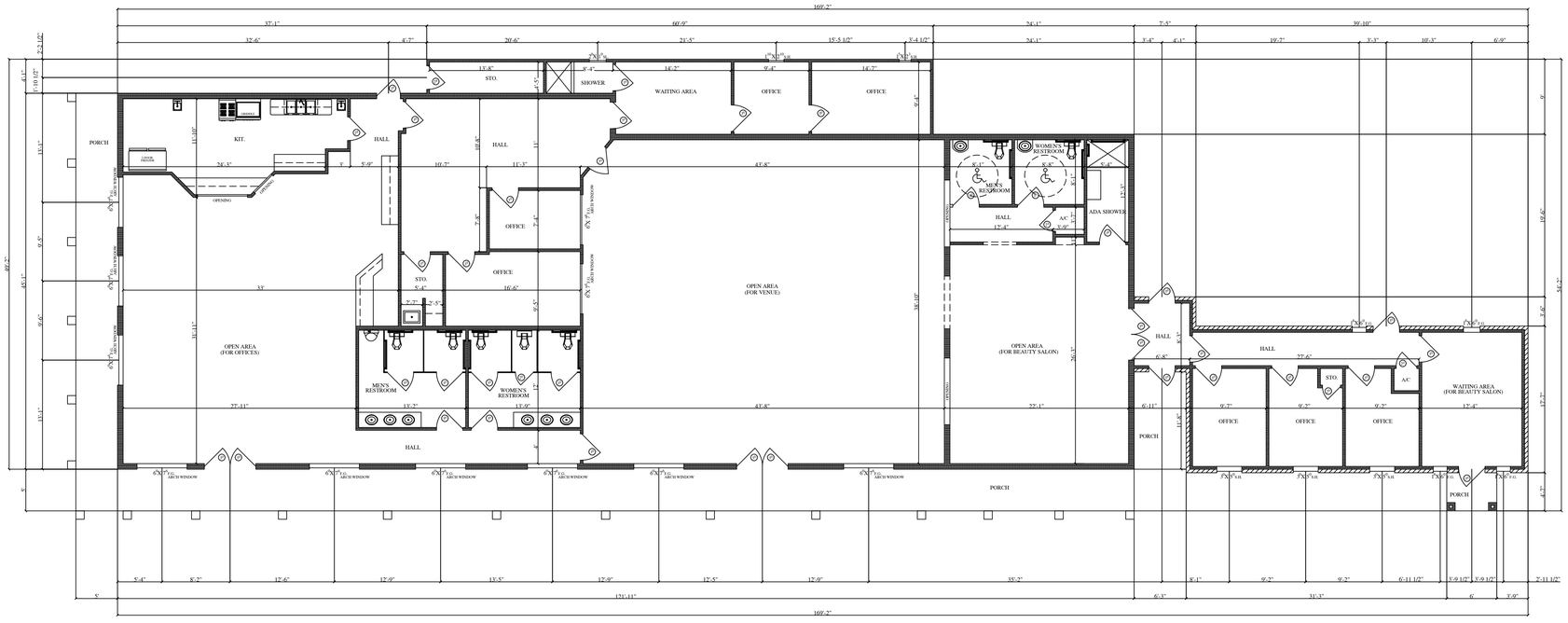
JR HOUSE PLANS
4675 BOCA CHICA BLVD.
BROWNSVILLE, TEXAS 78521
CEL : (956) 909-3384

FLOOR AREA	6,407.3 S.F.
PORCH AREA	1,207.7 S.F.
TOTAL AREA	7,615.0 S.F.

PROPOSED
EVENT CENTER & BEAUTY SALON
4810 BOCA CHICA BLVD.
BROWNSVILLE, TX.

DATE : MAY 5, 2026	
DRAWN BY: J.R.	
JOB NO.	JR.3539
CAD NO.	4

SHEET NO.
S-1



EXIST. FLOOR PLAN

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

ESTIMATED VENUE OCCUPANTS = 70

NOTE: SOUND MITIGATION MEASURES AND INTERIOR FINISH-OUT MATERIALS SUCH AS ACOUSTIC TILES OR OTHER APPROVED SOUND-DAMPENING INSULATORS SHALL BE INSTALLED TO MAINTAIN A NOISE LEVEL LESS THAN OR EQUAL TO SIXTY (60) DECIBELS WHEN MEASURED AT THE COMMON PROPERTY LINE SHARED BY THE NOISE EMITTING USE AND ADJACENT RESIDENTIAL ZONING DISTRICTS.

SHEET NO. 1 OF 2

DATE : MAY 5, 2026

DRAWN BY: J.R.

JOB NO. JR.3539

CAD NO. 4

EXISTING BUILDING

FLOOR AREA	6,407.3 S.F.
PORCH AREA	1,207.7 S.F.
TOTAL AREA	7,615.0 S.F.

JR HOUSE PLANS

4675 BOCA CHICA BLVD.

BROWNSVILLE, TEXAS 78521

CEL : (956) 909-3384



FRONT ELEVATION
IMAGE



RIGHT ELEVATION
IMAGE



RIGHT ELEVATION
IMAGE

NOTE: CONTRACTOR MUST CAREFULLY REVIEW ALL DRAWINGS AND REPORT ANY MISTAKES OR OMISSIONS TO THE DRAFTSMAN BEFORE COMMENCING WORK.

JR HOUSE PLANS
4675 BOCA CHICA BLVD.
BROWNSVILLE, TEXAS 78521
CEL : (956) 909-3384

FLOOR AREA	6,407.3 S.F.
PORCH AREA	1,207.7 S.F.
TOTAL AREA	7,615.0 S.F.

EXISTING BLDG.
4810 BOCA CHICA BLVD.
BROWNSVILLE, TX.

DATE : MAY 5, 2026
DRAWN BY: J.R.
JOB NO. JR. 3539
CAD NO. 4

SHEET NO.
2
OF 2

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, July 7, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1809** designating a +/- 1,021.48 acre area located in Cameron County, Texas, as a tax increment reinvestment zone; describing the boundaries of the zone; creating a board of directors for the zone; providing for an effective date and a termination date for the zone; naming the zone the "Estrella Reinvestment Zone Number Six, City of Brownsville"; establishing a tax increment fund; and containing other findings and provisions related thereto. (City Manager's Office)

Summary:

On June 5, 2026, the City of Brownsville, Texas (the "City") received a petition submitted by ML Rhodes, LLC, a Texas limited liability company (the "Petitioner") under TEX. TAX CODE § 311.005(a)(4) (the "Petition"), requesting, among other things, that the City Commission (the "Commission") designate and create a tax increment reinvestment zone ("TIRZ" or "Zone") in accordance with Chapter 311, Texas Tax Code ("Chapter 311"). The Petition was accepted on June 2, 2026, and a public hearing was called for July 7, 2026. A copy of the petition was filed with the City Secretary on the above date and seeks the designation of a TIRZ on approximately 1021.48 acres of property located in the City's corporate boundaries, with such property being as more particularly described in Exhibit "A" of the resolution (the "Property").

The attached ordinance designates a +/- 1,021.48 acre area located in Cameron County, Texas, as a tax increment reinvestment zone; describes the boundaries of the zone; creates a board of directors for the zone; provides for an effective date and a termination date for the zone; names the zone the "Estrella Reinvestment Zone Number Six, City of Brownsville"; establishes a tax increment fund; and contains other findings and provisions related thereto.

A second and final reading will occur on July 21, 2026.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adoption.

Commission Pillar:
Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, July 7, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1810** designating a +/- 804.13 acre area located in Cameron County, Texas, as a tax increment reinvestment zone; describing the boundaries of the zone; creating a board of directors for the zone; providing for an effective date and a termination date for the zone; naming the zone the "Greater Brownsville Tech District Reinvestment Zone Number Five, City of Brownsville"; establishing a tax increment fund; and containing other findings and provisions related thereto. (City Manager's Office)

Summary:

On June 5, 2026, the City of Brownsville, Texas (the "City") received a petition submitted by the Greater Brownsville Economic Development Corporation (the "Petitioner") under TEX. TAX CODE § 311.005(a)(4) (the "Petition"), requesting, among other things, that the City Commission (the "Commission") designate and create a tax increment reinvestment zone ("TIRZ" or "Zone") in accordance with Chapter 311, Texas Tax Code ("Chapter 311"). The Petition was accepted on June 2, 2026, and a public hearing was called for July 7, 2026. A copy of the petition was filed with the City Secretary on the above date and seeks the designation of a TIRZ on approximately 804.13 acres of property located in the City's corporate boundaries, with such property being as more particularly described in Exhibit "A" of the resolution (the "Property").

The attached ordinance designates a +/- 804.13 acre area located in Cameron County, Texas, as a tax increment reinvestment zone; describes the boundaries of the zone; creates a board of directors for the zone; provides for an effective date and a termination date for the zone; names the zone the "Greater Brownsville Tech District Reinvestment Zone Number Five, City of Brownsville"; establishes a tax increment fund; and contains other findings and provisions related thereto.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends adoption.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 2026-1807** amending Chapter 66, Municipal Court, providing for municipal court civil jurisdiction to enforce health and safety and nuisance abatement ordinances; authorizing the issuance of search and seizure warrants; providing for concurrent jurisdiction; creating a court of record, and other matters pertaining thereto. (Office of the City Attorney; Municipal Court)

Summary:
The proposed ordinance amends Chapter 66, Municipal Court, to create a municipal court of record and grants concurrent civil jurisdiction for the enforcement of health, safety, and nuisance abatement ordinances.

This new authority enables the City to streamline enforcement actions related to dangerous or substandard structures, junked vehicles, high weeds, accumulated refuse, unsanitary premises, and other nuisances that pose a threat to public health or safety.

Under these amendments, the municipal court may issue civil penalties, abatement orders, and search or seizure warrants necessary to investigate and remedy such violations. Currently, these types of enforcement actions are handled through county or district courts, which can delay remediation and increase administrative costs.

Adoption of this Ordinance will allow the City's municipal court, to be called the "City of Brownsville Municipal Court of Record," to handle these matters directly—improving efficiency, ensuring due process, and providing equitable resolution of nuisance cases within the City's limits and its extraterritorial jurisdiction (ETJ).

All proceedings will comply with due process requirements, including proper notice, hearings, and appeal procedures, as well as rules adopted by the municipal court.

The primary difference between a court of record and a non-court of record is how proceedings are documented and how appeals are handled. In a court of record, every word is transcribed, and appeals are based on that written record and errors of the judge or parties involved. In a non-

court of record, no official transcript is kept, and appeals require an entirely new trial.

Finally, the ordinance directs the City Manager, City Attorney, and Municipal Court Judge to develop the necessary administrative policies, procedures, and forms to implement this new authority and coordinate enforcement activities with Code Enforcement, Public Health, and Building Standards staff.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

The City Commission approved the first reading after a public hearing held on May 26, 2026. At that meeting, the presentation mentioned verbally that the ordinance in the packet did not separate the judicial and clerk divisions within the same department, but recommended doing so. After internal discussions with the Municipal Court Presiding Judge, Honorable Rene De Coss, the attached changes are the recommended final version.

Commission Pillar:
Governance

Attachments:
1. Ordinance 2026 Amending Chapter_66___MUNICIPAL_COURT v2
2. Chapter_66___MUNICIPAL_COURT v3

CITY OF BROWNSVILLE
ORDINANCE NO. 2026-1807

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 66, "MUNICIPAL COURT," PROVIDING FOR MUNICIPAL COURT CIVIL JURISDICTION TO ENFORCE HEALTH AND SAFETY AND NUISANCE ABATEMENT ORDINANCES; AUTHORIZING THE ISSUANCE OF SEARCH AND SEIZURE WARRANTS; PROVIDING FOR CONCURRENT JURISDICTION; CREATING A COURT OF RECORD, AND OTHER MATTERS PERTAINING THERETO; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Chapter 54 of the Texas Local Government Code authorizes the City to adopt a fine or penalty for the violation of a rule, ordinance, or other police regulation; and

WHEREAS, Section 54.004 allows the City to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, pursuant to Section 217.042(b) of the Texas Local Government Code, the City may enforce all ordinances necessary to prevent and summarily abate and remove a nuisance; and

WHEREAS, the City is authorized by Texas Local Government Code Chapter 214 to adopt procedures for the administration and enforcement of the International Residential Code, the National Electric Code, and the International Residential Code; and

WHEREAS, Texas Local Government Code Chapter 214 empowers municipalities to order the repair, securing, vacation, or demolition of buildings that are dilapidated, substandard, or unfit for human habitation; and allows cities to enforce minimum housing standards and address public nuisances by holding property owners legally responsible; and

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") desires to adopt an ordinance designating the municipal court as a municipal court of record; and

WHEREAS, the City Commission has investigated and determined that it is in the best interest of the City to amend Chapter 66, Municipal Court, to create a municipal court of record, and to provide for additional regulations which will harmonize the entirety of the Code of Ordinances with the power

granted to municipal courts of record under Texas Government Code Chapter 30; and

WHEREAS, pursuant to Chapter 30 of the Texas Government Code, the City's municipal court has the authority to issue search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation; and seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises; and

WHEREAS, after due deliberations and consideration, the City Commission, having reviewed the amendments contained herein, has determined that the adoption of this ordinance serves the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes as the legislative findings of the City Commission.

Section 2. Amendments. The amendments attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

Section 3. City Code of Ordinance Revisions. The publisher of the City's Code of Ordinances is hereby authorized to revise the Code of Ordinances to reflect changes provided for in this Ordinance; to correct typographical errors where necessary; and to format and number paragraphs to conform to the existing City's Code of Ordinances.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 6. Effective Date. This ordinance shall be effective upon approval by the City Commission and publication of the caption, and penalty, if any. The City Manager, City Attorney, and Municipal Court Judge are hereby directed to develop appropriate administrative policies, forms, and procedures to implement this ordinance and to coordinate enforcement with Code Enforcement, Public Heath, and Building Standards staff.

Section 7. Open Meetings. It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on the 26th day of May 2026.

APPROVED AND PASSED on the SECOND and FINAL READING on this the 7th day of July, 2026.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Mayra Rios, TRMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Guillermo (Will) S. Trevino
City Attorney

Exhibit "A"
Ordinance Changes Follows

Chapter 66 MUNICIPAL COURT

Sec. 66-1. Created.

(a) Pursuant to the City Charter, Art. II, *Miscellaneous Powers*, Section 22(30), *Peace and Good Order*, ~~There~~ there is hereby created, established and designated a unified municipal court of record to be known as the "Municipal Court of Record in the City of Brownsville" with three divisions to be known as Division No. 1, Division No. 2, and Division No. 3.

~~(a)~~ The division(s) of the municipal court of record in the City of Brownsville shall have and exercise concurrent jurisdiction with the other divisions thereof. ~~is created a municipal court in and for the city~~

(b)

Sec. 66-2. Court facilities and ~~Official~~ official seal.

(a) The city commission shall provide such courtrooms, jury rooms, offices, office furniture, libraries, law books, and other facilities and supplies that the city commission determines necessary for the proper operation of the court.

~~(a)~~(b) An official seal of the municipal court of the city is created. The seal will bear the words "Official Seal, Municipal Court of Record, City of Brownsville." The seal's appearance and use must substantially conform to the Texas Code of Criminal Procedure Art. 45A.052, as amended~~Such seal will be utilized on appropriate legal forms for appeals to the county court of law~~.

Sec. 66-3. Jurisdiction and authority.

The municipal court shall have:

(1) the general jurisdiction provided by Chapter 30 (Municipal Courts of Record) of the Texas Government Code;

(2) civil jurisdiction for the purpose of enforcing the City's health and safety and nuisance abatement ordinances, including but not limited to ordinances relating to:

a. Dangerous or substandard buildings and structures adopted under Subchapter A, Chapter 214 (Dangerous Structures) of the Texas Local Government Code;

b. Accumulation of refuse, debris, or stagnant water;

c. High weeds and grass;

d. Junked or abandoned vehicles adopted under Chapter 683 (Abandoned Motor Vehicles/ Junked Vehicles; Public Nuisance; Abatement) of the Texas Transportation Code;

e. Unsanitary or unsafe premises; and

f. Any similar condition declared by ordinance to constitute a nuisance or to threaten public health or safety.

(3) concurrent jurisdiction with a district court or a county court at law under Subchapter B, Chapter 54 (Municipal Health and Safety Ordinances) of the Texas Local Government Code, to enforce a health and safety or nuisance abatement ordinance:

a. within the city limits; and

b. on property owned by the City that is located in the City's extraterritorial jurisdiction; and

(4) authority to issue:

a. a search warrant to investigate a health and safety or nuisance abatement ordinance violation; and

b. a seizure warrant to secure, remove, or demolish property or remove debris found in violation of a health and safety or nuisance abatement ordinance~~jurisdiction within the city with the power to hear and determine all cases of violation of this Code, city ordinances and all other cases of which municipal courts are given jurisdiction by state law~~.

~~(1)~~(5) The municipal court shall have the power to hear and determine such civil matters, issue civil penalties, and enter orders necessary to abate, enjoin, or remedy the violation as authorized by state law or city ordinance.

Sec. 66-4. Rules of practice and procedure.

(a) The Texas Code of Criminal Procedure and the Texas Rules of Appellate Procedure, as modified by Texas Government Code Ch. 30, Subchapter A, govern the trial of cases before the municipal court of record.

(b) The court may make and enforce all rules of practice and procedure necessary to expedite the trial of cases before the court that are not inconsistent with law.

(c) Proceedings under this ordinance shall be conducted in accordance with rules adopted by the municipal court consistent with due process of law, and may include:

a. Notice to the property owner, lienholder, or occupant by certified mail or personal service;

b. Opportunity for hearing;

c. Entry of findings and civil judgments; and

d. Assessment of costs and administrative penalties as provided by ordinance or law.

e. The City Attorney or designee is authorized to appear and prosecute or defend actions under this ordinance on behalf of the City.

~~(a) The rules of practice and procedure as prescribed by state law governing trials in the state justice and municipal courts shall govern the procedure and practice of the municipal court. The city commission may prescribe such additional rules of practice and procedure as may not be inconsistent with state law.~~

Sec. 66-5. Presiding judge; offices of judges created.

(a) ~~(a)~~ The office of the presiding municipal court judge is created, who shall have all the judicial power and authority granted by ~~the~~ state law, Chapter 30 of the Texas Government Code, and shall perform the duties as required by state law. The ~~M~~municipal court shall be presided over by a municipal court presiding judge, who must:

a. Be a resident of this state;

b. Be a citizen of the United States;

c. Be a licensed attorney in good standing; and

~~a.~~d. Have two or more years of experience in the practice of law in the state.

(b) ~~(b)~~ A person may not serve as a municipal judge if the person is employed by the city. A municipal judge who accepts employment with the city vacates the judicial office.~~There is created the office of~~

~~the presiding municipal court judge, who shall have all the judicial power and authority granted by and shall perform the duties as required by state law.~~

~~(b)~~

(c) ~~(c)~~ There are created the offices of the associate municipal court judges, who shall have the same judicial powers and qualifications as the municipal court presiding judge.

Sec. 66-6. Appointment, salaries and hours of judges.

(a) ~~(a)~~ The city manager shall appoint the presiding judge, the associate judges, and any temporary judges as needed to the municipal court. The persons so appointed shall have all the qualifications provided by law for ~~other city officials; provided, however, no judge needs to be a licensed attorney~~a municipal court of record. Only the presiding judge and the associate judge shall be qualified to receive any benefits that other city employees receive consistent with the city's personnel policies. The salary for a temporary judge shall be at the same rate as the judge he is replacing.

(b) If a vacancy occurs in the office of the municipal judge, the city manager shall appoint a qualified person to fill the office for the remainder of the unexpired term.

~~(a)~~(c) If the regular municipal judge is temporarily absent due to illness, family death, continuing legal or judicial education programs, or for any other reason, he or she shall select one of the alternate judges to serve during his or her absence.

(~~b~~d) The city commission, by ~~resolution~~adoption of the budget, shall set the salaries for both the presiding judge and the associate judge(s); however, the city commission may deem it unnecessary to fill both offices.

(~~c~~e) One municipal court judge shall be available at least two hours on Saturday and two hours on Sunday to process those persons held in the municipal jail if so requested by the city manager.

(~~d~~f) The presiding judge, if it is deemed necessary, may, with the approval of the city manager, authorize night court.

Sec. 66-7. Duties of judges; temporary judges; oath of office.

(a) In addition to the powers and authority granted in section ~~66-5(b),~~66-3, the functions of the office and position of the presiding judge are to:

(1) Be responsible for preparing the municipal court budget and presenting it to the city manager;
~~Be responsible for preparing the municipal court budget and present it to the city commission.~~

(2) Supervise and administer all personnel in the office of the municipal court;

(3)

~~(2) Develop with the data processing department systems to facilitate the operation of the municipal court and the keeping of the court records.~~

~~(3) Supervise and administer all personnel in the office of the municipal court.~~maintain administrative control and oversight of municipal court judges;

(4) adopt rules for the orderly trial of a case in the municipal court;

(5) maintain a central docket for the cases within the municipal court's jurisdiction;

(6) distribute cases from the central docket to the municipal judges to equalize the workload of each judge;

(7) set the work hours for each judge;

(8) schedule and approve vacation, sick leave, and other absences for each judge;

(9) assign the duties of each judge;

(10) assign municipal judges to exchange benches and to act for each other in a pending proceeding;

(11) Develop with the data processing department systems, or its successor, to facilitate the operation of the municipal court and the keeping of the court records; and

(12) perform the other duties of the presiding judge under Chapter 30 (Municipal Courts of Record) of the Texas Government Code.

(b) A temporary municipal court judge may be appointed if both the presiding municipal court judge and the associate judge(s) are temporarily unable to act, and if so appointed, this temporary judge shall have the same judicial powers as the judge he/she replaces.

(c) All judges shall have the ability to transfer cases and exchange benches under the supervision of the presiding judge.

(d) The judges, prior to taking office, shall take the requisite oath of office required by the ~~constitution~~ Constitution and state law to be taken by the mayor.

(e) Municipal judges shall take judicial notice of state law and the ordinances and corporate limits of the city. They may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants. A municipal judge shall devote as much time to the office as it requires.

(f) Municipal judges may exchange benches and act for each other in any proceeding pending in the municipal court. An act performed by any of the judges is binding on all parties to the proceeding.

(g) A municipal judge may be removed from office as provided by section 1-a, article V of the state constitution.

~~Be responsible for preparing the municipal court budget and present it to the city commission.~~
~~(2) Develop with the data processing department systems to facilitate the operation of the municipal court and the keeping of the court records.~~
~~(3) Supervise and administer all personnel in the office of the municipal court.~~

Sec. 66-8. ~~Office of the Municipal Clerk~~s; ~~Deputy C~~clerks; Other Personnel.

~~(a)~~ The municipal court clerk shall be appointed by the city manager. The municipal clerk shall keep the records of the municipal courts of record, issue process, and generally perform the duties that a clerk of a county court at law exercising criminal and civil jurisdiction performs for that court. ~~The municipal clerk shall keep therecords of the municipal courts of record, issue process, and~~

(a)

~~generally perform the duties that a clerk of a county court at law~~

~~exercising criminal jurisdiction performs for that court. In~~

~~addition, the clerk shall maintain an index of all court judgments~~

~~in the same manner as county clerks are required by law to prepare~~

~~for criminal cases arising in county courts.~~

DRAFT

~~(b)AA~~The city manager may provide ~~governing body may provide~~ deputy clerks, court clerks, warrant officers, bailiffs, and other personnel as needed for the proper operation of

~~(b)~~ the courts.

(b)

~~(c)~~ ~~(c)AA~~The clerk and other court personnel perform their duties under the direction and control of the presiding judge.

(c)

~~7~~

~~under the direction and control of the presiding judge.~~

~~(d)AAThe governing body shall by ordinance provide for the~~

~~hiring, direction, supervision, and removal of the personnel~~

~~authorized in the annual budge (a) The Office of the Municipal Clerk is hereby created as an assistant director for the municipal court.~~

~~The~~ municipal court clerk shall be appointed by the city manager, ~~who may hire, direct, and remove the personnel authorized in the city's annual budget for the clerk's office. The clerk shall perform the duties in accordance with statutes, the City Charter, and city ordinancesas well as such deputy clerks may be deemed necessary for the proper efficient operation of such court.~~

~~(b) The municipal court clerk shall keep minutes of the proceedings of the municipal court, administer oaths, issue process, and generally perform the duties for the municipal court that a county clerk performs for a county court, with the assistance of deputy clerks as needed.~~

~~(c) The clerk and deputy clerks of the municipal court shall perform all the duties and shall have all the power bestowed upon clerks of municipal courts by state law. Any clerk or deputy clerk(s) so appointed may act as the official clerk of the municipal court and perform all acts incident to such office.~~

~~(d) The clerk shall maintain an index of all court judgments in the same manner as county clerks are required by law to prepare for criminal cases arising in county courts.~~

~~(e) The city manager may provide deputy clerks, warrant officers, and other personnel as needed for the proper operation of the court.~~

Sec. 66-9. City prosecutor.

(a) ~~(a)~~ Prosecutions in the municipal court shall be conducted as provided by Texas Code of Criminal Procedure Art. 45A.005.

~~(a)~~(b) Consistent with other duties, the city prosecutor shall conduct the prosecution of all cases in the municipal court over which such court has jurisdiction.

(~~b~~c) If, consistent with other duties, the city prosecutor is unavailable on some specific day, the city attorney shall appoint an attorney temporarily to prosecute the cases in the municipal court for that day, to be paid on an hourly basis.

Sec. 6638-10. Complaints and pleadings.

Complaints and pleadings must substantially conform to the relevant provisions of the Texas Code of Criminal Procedure. Chs. 27 and 45A, as amended.

Sec. 66-11. Jury.

(a) Rules and procedures concerning a trial by a jury, including the summoning of jurors, must substantially conform to the Texas Code of Criminal Procedure, as amended.

(b) The court clerk shall supervise the selection of persons for jury service.

Sec. 66-12. Warrants issued prior to inspection.

A peace officer, code enforcement officer, or an official with authority to enforce the City's Code of Ordinances may seek and obtain search and seizure warrants, as provided in Section 66-3, from a judge before making an inspection incidental to the enforcement of any provision of the City's Code of Ordinances. Search and seizure warrants, issued in accordance with this Chapter, are subject to the requirements contained herein and within state law.

Sec. 66-13. Requirements for issuance of search and seizure warrants.

(a) No search or seizure warrant shall be issued except upon citation to specific laws requiring for permitting inspections or on the presentation of evidence of probable cause to believe that a violation of the Code of Ordinances, or state or federal statutes, providing for such searches and seizures to be made by an peace officer, code enforcement officer, or an official with authority to enforce the City's Code of Ordinances are present in the premises where a search or seizure is to be carried out. In determining probable cause, the judge is not limited to evidence of specific knowledge, but may consider the following factors:
    (1) The age of the structures on the premises;
    (2) The general condition of the premises, and any structures on the premises;
    (3) Any previous violations or hazards found present on the premises;
    (4) The type of premises;
    (5) The purposes for which the premises are used;
    (6) The indications of presence of current visible hazards or violations on the premises; and
    (7) The presence of hazards or violations near the premises.

(b) A sworn affidavit setting forth articulable facts toward establishing probable cause for a search or seizure, or the statutory basis for search or seizure, shall be filed in every instance in which a search or seizure warrant is requested.

(c) Every application for a search or seizure warrant authorized under this Chapter shall first be delivered to the City Attorney or his/her designated assistant for review and approval before such application is brought to the judge.

Sec. 66-14. Search and seizure warrant formalities.

A search or seizure warrant issued pursuant to this Article shall be sufficient if it contains the following:

(1) That it run in the name of the "State of Texas";
(2) That it identifies those premises to be inspected by address, legal description, or property identification number on file with Cameron County Appraisal District;
(3) That it commands the peace officer, code enforcement officer, or an official with authority to enforce the City's Code of Ordinances to administer the procedures authorized by this Chapter to search the premises for the purpose of investigating a violation of the Code of Ordinances, or seize debris from the premises, or secure, remove, or demolish the premises; and
(4) That it be dated and signed by the judge.

Sec. 66-15. - Execution of search and seizure warrants.

(a) A peace officer, code enforcement officer, or an official with authority to enforce the City's Code of Ordinances to whom the search or seizure warrant is delivered, shall execute it without delay and forthwith return it to the judge. The issuing judge shall endorse on such warrant the date and hour of the issuance, and the date of the execution of such warrant.

(b) A search or seizure warrant may be executed within three (3) days from the time of its issuance and shall be executed within a shorter period if so directed in such warrant.

(c) Before entering the premises to execute a search or seizure warrant, the peace officer, code enforcement officer, or an official with authority to enforce the City's Code of Ordinances executing such warrant shall give notice of their purpose to the person in charge of or occupying the premises to be inspected. If no such person can be found, upon execution of such warrant, a copy of the warrant, with a written inventory of any property taken, shall be affixed to the front door of the building, or gate of the premises inspected.

(d) The execution of a search or seizure warrant issued pursuant to this Chapter shall not give any peace officer, code enforcement officer, or an official with authority to enforce the City's Code of Ordinances any authority to make arrests, or to seize tangible goods for purposes of criminal prosecution other than debris as described in any seizure warrant issued in accordance with this Chapter, or when there is imminent and immediate danger to the health, safety, or welfare of the public.

(e) Upon returning a search or seizure warrant, the peace officer, code enforcement officer, or or an official with authority to enforce the City's Code of Ordinances shall state, on the back of the warrant or on paper attached to the warrant, the manner in which the warrant had been executed. Following execution, a copy of the warrant with such statement shall be returned to the judge.

(f) The municipal court shall keep a record of all proceedings in connection with search or seizure warrants issued in accordance with this Chapter.

Sec. 66-16. Preserving court record.

(a) When requested by the judge or one of the parties, trial proceedings shall be recorded by a good-quality electronic audio recording device or videotape recording device, or a combination of the two.

(b) The recording shall be made by the judge, or by the municipal court clerk or his/her designee. A court reporter is not required to be present at a trial or hearing to certify the court reporter's record.

(c) The recording shall be kept for a twenty-one-day (21) period beginning the day after the last day of the court proceeding, trial, or denial of motion for new trial, whichever occurs last. If a case is appealed, the proceedings shall be transcribed from the recording by an official court reporter.

(d) Proceedings that are appealed shall be transcribed from the recording by an official court reporter who must meet the qualifications provided by law for official court reporters. The court reporter shall be compensated as described in subsection (e) below.

(e) Fees for the preparation of a record for purposes of appeal must be paid before the preparation of the record. An extension of time for the appeal may not be granted due to a party's failure to timely pay the fees.

Sec. 66-17. Failure to appear; warrants and fees.

(a) A person commits an offense if that person is issued a citation by city personnel authorized to enforce criminal provisions of the Code of Ordinances and knowingly or intentionally fails to appear and enter a plea in the municipal court on or before the date set forth in the citation, which date shall not be less than ten days following

service of the citation. A plea of guilty, not guilty or no contest may be submitted in person, by mail, or by other method acceptable to the court.

(b) A person commits an offense if that person makes a written promise to appear in the municipal court by signing a written notice prepared by the clerk of the municipal court, and subsequently fails to appear as required by the written notice. A person may comply with a written promise to appear in court by an appearance of counsel. This offense applies regardless of the disposition of the charge on which the person was before the court.

(c) When the judge of the municipal court of record shall cause to be issued any warrant of arrest for a defendant in any criminal action prosecuted in the municipal court or for the arrest of any witness who has failed to appear in such cause as required by a summons or subpoena previously issued in any such cause prosecuted in the municipal court, the clerk of the municipal court shall be authorized, in addition to such fines as may be levied by the judge as a result of such criminal action, to assess a special expense, not to exceed an amount established by resolution of the city council for the issuance and service of a warrant of arrest for any offense under § 38.10 of the Texas Penal Code, § 543.009 of the Texas Transportation Code, or a special expense prescribed in the Texas Code of Criminal Procedure, Section 102.011, for the issuance and service of a warrant of arrest, after due notice, for a defendant failing to appear after having given a personal bond, such special expense not to exceed the amount established by resolution of the city commission. Any such expenses shall be paid, along with the applicable fine and court costs, into the city treasury for the use and benefit of the city, and the court costs and special expenses by execution against the property of the defendant, or imprisonment of the defendant, until such time as all costs described in this section have been paid.

Sec. 66-~~10~~18. Fees for taking, approving and returning bonds.

(a) The fee for the services of the municipal jail and the municipal court judges is set at $30.00 for taking and approving each bond, and returning the bond to the proper court when necessary and any and all related matters. Such fee is determined to be reasonable; that is, a fee not higher than is necessary to pay the expenses of providing the services.

(b) This fee may be waived by the municipal court judge based on the defendant's inability to pay.

Sec. 66-~~11~~19. Special expenses.

(a) *Services performed for defensive driving courses.* The municipal court is authorized to collect a special expense for services performed when state laws require that the case be dismissed because of actions by or on behalf of the defendant which were subsequent to the date of the alleged offense. Such actions are limited to compliance with ~~V.T.C.A.,~~Texas Transportation Code § 543.102. Such special expense shall not exceed the actual expenses incurred for the services or $10.00, whichever is less.

(b) *Warrant of arrest.* The city commission prescribes the collection, after due notice, of a special expense of $25.00 for the issuance and service of a warrant of arrest for an offense under ~~V.T.C.A.,~~Texas Penal Code § 38.10 or ~~V.T.C.A.,~~Texas Transportation Code § 543.009. Money collected from the special expense shall be paid into the city treasury for the use and benefit of the city.

(c) *Warrant for arrest for failure to appear on personal bond.* The municipal court is authorized to collect a special expense for services incurred in any arrest for failure to appear, after due notice, under ~~Vernon's Ann. C.C.P~~Texas Code of Criminal Procedure~~.~~ Art~~art~~. 17.04, which deals with the requisites of a personal bond. Such special expense shall not exceed $25.00.

Sec. 66-~~12~~20. Court costs for municipal court building security fund.

(a) A defendant convicted of an offense in municipal court shall pay a security fee of $3.00 as a cost of court.

(b) A person is considered convicted if:

(1) A sentence is imposed on the person;

(2) The person receives deferred adjudication; or

(3) The court defers final disposition of the person's case.

(c) The municipal court clerk shall collect the costs and pay them to the director of the finance department for deposit in a fund to be known as the municipal court building security fund. This fund may be used only to finance the following:

(1) The purchase or repair of X-ray machines and conveying systems;

(2) Handheld metal detectors;

(3) Walk-through metal detectors;

(4) Identification cards and systems;

(5) Electronic locking and surveillance equipment;

(6) A bailiff or security officer;

(7) Signage;

(8) Confiscated weapon inventory and tracking systems;

(9) Locks, chains, or other security hardware; or

(10) Continuing education on security issues for court personnel and security personnel.

(d) The municipal court building security fund shall be administered by the city commission.

Sec. 66-~~13~~21. Court costs for municipal court technology fund.

(a) A defendant convicted of an offense in municipal court shall pay a technology fee of $4.00 as a cost of court.

(b) A person is considered convicted if:

(1) A sentence is imposed on the person;

(2) The person is placed on community supervision, including deferred adjudication community supervision; or

(3) The court defers final disposition of the person's case.

(c) The municipal court clerk shall collect the costs and pay them to the director of the finance department for deposit in a fund to be known as the municipal court technology fund.

(d) This fund may be used only to finance the purchase of technological enhancements for a municipal court or municipal court of record, including the following:

(1) Computer systems;

(2) Computer networks;

(3) Computer hardware;

(4) Computer software;

(5) Imaging systems;

(6) Electronic kiosks;

(7) Electronic ticket writers; and

(8) Docket management systems.

(e) The municipal court building technology fund shall be administered by the city commission.

Sec. 66-~~14~~22. Court costs for municipal court juvenile case manager fund.

(a) A defendant convicted of a fine-only misdemeanor offense in municipal court shall pay a juvenile case manager fee of $5.00 as a cost of court.

(b) A defendant is considered convicted if:

(1) A sentence is imposed on the defendant;

(2) The defendant receives deferred disposition, including deferred proceedings under ~~V.T.C.A.,~~Texas Code of Criminal Procedure Art. 45A.401 ~~art. 45.052~~ or Art. 45A.402~~art. 45.053~~; or

(3) The defendant receives deferred adjudication in county court.

(c) The municipal court judge is hereby authorized to waive the fee required by subsection (1) in case of financial hardship.

(d) The municipal court clerk shall collect the costs and pay them to the director of the finance department for deposit in a fund to be known as the municipal court juvenile case manager fund.

(e) This fund may be used only to finance the salary and benefits of a juvenile case manager employee under ~~V.T.C.A.,~~Texas Code of Criminal Procedure Art. 45A.451~~art. 45.056~~.

(f) The municipal court juvenile case manager fund shall be administered by the city commission.

Sec. 66-~~15~~23. Collecting delinquent fines, fees, court costs, and other debts.

In accordance with the ~~V.T.C.A.~~Texas Criminal Procedure Code, Art. 103.0031, there is hereby imposed an additional fee of 30 percent on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than 60 days past due and have been referred to a private law firm for collections.

To: Mayor and City Commission

Through: Alan Guard, Interim City Manager

From: Will Trevino, City Attorney

Date: Tuesday, July 7, 2026

Agenda #: Consideration and **ACTION** on the following proposed Charter amendments for the Special Election to be held on November 3, 2026. (Charter Review Committee/ Office of the City Secretary/ Office of the City Attorney):

a. Amending Charter Art. V., Administrative Provisions, Section 13 – Compensation (Address Mayor and City Commissioner's compensation)
b. Amending Charter Art. V., Administrative Provisions, to add 21-B. - Office of the City Secretary (Creating the office)
c. Amending Charter Art. V., Administrative Provisions, to add 21-C. - Office of the City Auditor (Creating the office)
d. Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (Increasing the membership and general clean-up)
e. Amending Charter Art. V., Administrative Provisions, to add Section 35, Municipal Campaign Finance (Requiring Commission to set by ordinance)
f. Amending Charter Art. V., Administrative Provisions, to modify Section 4. - Qualifications. (Adding tax delinquency or other liability due to City as a bar to holding office)
g. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding automatic triggers for forfeiting office)
h. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding discretionary triggers for forfeiting office)
i. Amending Charter Art. V., Administrative Provisions, to add Section 35, Code of Ethics; Ethics Advisory Commission (Requiring Commission to create and adopt rules by ordinance)
j. Amending Charter Art. VII., General Provisions, to add Section 3-A, - The Initiative (Adding initiative petition procedures for citizens)
k. Amending Charter Art. VII., General Provisions, to add Section 3-B, - Referendum (Adding referendum procedures for citizens)
l. Amending the Charter Art. V., Administrative Provisions, to add Section 22-B, Merit Hiring (Adding Merit principle hiring to City Charter)

m. Amending the Charter Art. I through VII, except Art. VI, Utilities Board, to revise or eliminate provisions that have been superseded by state law and to update or eliminate archaic language

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Summary:
Local Government Code Sec. 9.004, regarding Charter Amendments for Home Rule Cities, specifies that the governing body of a municipality, on its own motion, may submit proposed charter amendments to the municipality's qualified voters for their approval at an election, and specifies that the Charter Amendment election be ordered by ordinance.

Provided herein are the recommendations provided by the Charter Review Committee to the City Commission. Staff is requesting a joint motion or individual motions for each item (a) through (m).

The first reading and public hearing will then be held on July 21, 2026. At that time, an Ordinance pertaining to Charter Amendments will be prepared and presented to the City Commission. The first reading seeks to memorialize propositions as directed by the Commission, stylizing the ballot language and identifying how it currently reads in the charter and how it would read upon amendment. The second reading will be held on August 4, 2026.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adopting or rejecting the propositions by either a motion covering items (a) through (m) or individually.

Commission Pillar:
Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Eva Millan, Tourism Specialist
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-076C** to appoint or reappoint members to the Brownsville Border Film Commission. (Convention and Visitors Bureau Department)

Summary:
Consideration and ACTION on Resolution Number 2026-076C to appoint or reappoint members to the Brownsville Border Film Commission. (Convention and Visitors Bureau Department)

Project Scope and Analysis:
Appoint one member to the Brownsville Border Film Commission Board

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends filling the current vacancy for a new term. This is due to the resignation of our previous board member. Juan D. Becerra as they rejected re-appointment from the board. Appointment to be made by Commissioner Pedro E. Cardenas.

Commission Pillar:
Governance

Attachments:
1. FILM Member Attendance_07.07.2026
2. Board Template - Film Commission 07.07.2026
3. Film Commission Resolution July 2026-0076C

BORDER FILM COMMISSION

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Commisssioner Bryan Martinez	Ex-Officio	11/18/2025	Term of Office	
Bobby Torres	2 yr. term	1/7/2025	6/30/2027	Mayor
Elizabeth Shull	2 yr. term	5/6/2025	6/30/2027	At Large "A"
Jason Fry	2 yr. term	6/2/2026	6/30/2028	At Large "B"
Jesus E Trevino	2 yr. term	11/18/2025	6/30/2027	District 1
Carmen Nordyke	2 yr. term	11/18/2025	6/30/2027	District 2
Jessica Molina	2 yr. term	6/2/2026	6/30/2028	District 3
VACANCY	2 yr. term		6/30/2028	District 4

Board Liaison:
Eva Millan / Malinalli Montesam
Evelyn de Leo

Attendance Record for 12 Month Period

Member Name	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27
Trevino, Jesus	Present	Present	Present	Present(Online)	Present								
Nordyke, Carmen	Absent	Present	Present	Present	Present(Online)								
Williams, Rosalinda	Present	Present	Present	Present	Absent								
Bob Torres	Absent	Present	Present	Present	Present								
Elizabeth Shull	Present (Online)	Present	Present (Online)	Absent	Present								
Juan D Becerra	Present	Present	Present	Absent	Present								
Jessica Molina													

Resolution Number: 2026-076C	Name of the Board or Commission: Brownsville Border Film Commission	City Commission Meeting Date: July 07, 2026
Composition: 7 members	**Special Requirements:**	
Highlighted in Yellow: Are interested in seeking reappointment	**Vacancies: 1**	

Members	Residing District	Term	Appointed on	Expires	Eligible for Re-Appt (Y/N)	Appointed by	Serving on Other City Boards
Comm. Bryan Martinez	**Ex-Officio**		11/18/2025	Term of Office		Ex-Officio	
Bobby Torres	**2**	2 yrs	1/7/2025	6/30/2027		Mayor	
Elizabeth Shull	**1**	2 yrs	5/6/2025	6/30/2027		At-Large "A"	
Jason Fry	**2**	2 yrs	06/02/2026	6/30/2028		At-Large "B"	
Jesus Treviño	**3**	2 yrs	11/18/2025	6/30/2027		District 1	
Carmen Nordyke	**2**	2 yrs	11/18/2025	6/30/2027		District 2	
Jessica Molina	**1**	2 yrs	06/02/2026	6/30/2028		District 3	
VACANCY				6/30/2028		District 4	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Lorena D. Herrera	1	11.24.2025		
Daniel Salinas	2	12.23.2025		
Giovanni Hernandez	2	03.25.2026		
Jose J. Olvera Villalpando	2	11.16.2025		
Julio C. Martinez	2	11.08.2025		
Manuel Arredondo	2	12.25.2025		
Mario I. Rojas	2	11.25.2025		
Alejandra C. Rodriguez	3	01.12.2026		
Roberto Longoria	3	11.11.2025		
Ruben A. Martinez	3	07.11.2025		
Brenda Mckinnon	4	01.12.2026		
Gloria Magana	4	11.10.2025		
Jesus D. De Leon	4	11.27.2025		
Liliana Benavidez	4	02.04.2026		

Mayra Cruz	4	09.21.2025		
Lidia B. Garcia	Outside City Limits	09.30.2025		
Melissa Marcelloni	Outside City Limits	09.25.2025		

RESOLUTION NUMBER 2026-076C

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING OR REAPPOINTING MEMBERS TO THE BROWNSVILLE BORDER FILM COMMISSION.

WHEREAS, the Brownsville Border Film Commission (BBFC) is an advisory body responsible for providing guidance and advice to the City of Brownsville Communications and Marketing Department Film Commission Office related to the marketing and developing of sales strategies to attract business and foster the growth of the creative media industries in Brownsville, serving industry segments that produce content such as motion pictures, television, commercials, corporate videos, music videos, documentary and still photography as well as new and emerging forms of media; and

WHEREAS, the Brownsville Border Film Commission serves to derive the economic benefits that the film industry provides, and create this body to work with the Communications and Marketing Department Film Commission Office in an effort to enhance the viability of Brownsville as a film production destination; and

WHEREAS, the Brownsville Border Film Commission shall focus its primary efforts in providing guidance and advice efforts within the city limits of the city of Brownsville, Texas; and

WHEREAS, the total number of advisory board members shall be of seven (7), who shall be appointment by the Brownsville City Commission, one by each commissioner and one by the Mayor; and

WHEREAS, members being newly appointed or reappointed shall serve for a two (2) year term as approved by City Commission in the City of Brownsville Border Film Commission By-laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve on the Brownsville Border Film Commission.

NAME	APPOINTED BY	TERM ENDING
	District 4	**06/30/2028**

PASSED and **APPROVED** on this 7th day of July 2026.

City of Brownsville

_____

John Cowen Jr., Mayor

ATTEST:

_____

Mayra Rios, City Secretary

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Mayra Rios, City Secretary
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-083C** to appoint or reappoint members to the Paseo De La Resaca Lighting and Landscaping Maintenance District Service Plan Board (PASEO). (Office of the City Secretary)

Summary:
This item requests City Commission consideration and action to reappoint the District 3 representative to the Paseo De La Resaca Lighting and Landscaping Maintenance District Service Plan Board (PASEO). The PASEO Board oversees maintenance, landscaping, lighting, and long-term service planning for the district, ensuring residents receive consistent, high-quality upkeep of common areas.
Composition: (7) members, which shall be appointed by the City Commission, with each City Commission member responsible for nominating a member to the Board position corresponding to their place, with at least three (3) members owning commercial or residential property within the district being appointed by the Mayor, At-Large A, and At-Large B.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Board and commission appointments are solely at City Commission's discretion.

Commission Pillar:
Governance

Attachments:

1. 07.07.2026_PASEO Board Template
2. PASEO Attendance_07.07.2026
3. PASEO RESOLUTION NUMBER 2026.083C

Resolution Number: 2026-083C Borad Liaison:	Name of the Board or Commission: Paseo De La Resaca Lighting and Landscaping Maintenance District	City Commission Meeting Date: 07/07/2026
Composition: 7	Special Requirements:	
Highlighted in Yellow: Are interested in seeking reappointment	Vacancies: 1	

Members	Residing District	Term	Appointed on	Expires	Eligible for Re-Appt (Y/N)	Appointed by	Serving on Other City Boards
Oscar Lozano			4/1/2025	6/30/2027		Mayor	
Nancy Dimas			4/18/2025	6/30/2027		At-Large "A"	
Alberto Robledo			06/02/2026	6/30/2028		At-Large "B"	
Favio Balladares			5/6/2025	6/30/2027		District 1	
Commissioner Linda C. Macias			3/18/2025	6/30/2027		District 2	
VACANCY				6/30/2028		District 3	
Dino Chavez			06/16/2026	6/30/2028		District 4	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Marissa G. Fuentes	1	12.22.2025		
Yadira Zapata	1	01.14.2026		
Antonio Dietrich	2	07.10.2025		
Austin Boggess	2	06.22.2026		
Eloy Olvera	2	01.16.2026		
Augustine J. Anduiza	3	07.13.2025		
David De La Garza	3	12.24.2025		
Diana K. Medina	3	11.27.2025		
Jesus Gracia	3	11.22.2025		
Joan A. Rodriguez	3	07.13.2025		
Maria E. Ramirez Soto	3	12.22.2025		
Ruby Vasquez	4	03.10.2026		

Paseo De La Resaca Lightning and Landscaping Maintenance District Service Plan Board (PASEO)

PRESENT MEMBERS	TERM:	APPOINTED DATE:	SWORN IN DATE	TERM EXPIRES:	APPOINTED BY:
Oscar Lozano	1	4/1/2025	4/3/2025	6/30/2027	Mayor
Nancy Dimas	1	4/18/2025	4/23/2025	6/30/2027	At Large "A"
Alberto Robledo	1	6/2/2026	8/1/2025	6/30/2028	At Large "B"
Favio Balladares	1	5/6/2025	6/4/2025	6/30/2027	District 1
Commissioner Linda C. Macias	1	3/18/2025	4/23/2025	6/30/2027	District 2
VACANCY	1			6/30/2028	District 3
Dino Chavez	1	6/16/2026	3/27/2025	6/30/2028	District 4

Board Liaison:
Blanca Gonzalez

Attendance Record for 12 Month Period 2026

Member Name	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Oscar Lozano	Present	Present	No Meeting	Excused Absence	Absence	Absence						
Nancy Dimas	Present	Excused Absence	No Meeting	Present	Present	Absence						
Stephanie Tovar	Present	Present	No Meeting	Present	Excused Absence	Present						
Favio Balladares	Excused Absence	Present	No Meeting	Present	Present	Absence						
Commissioner Linda C. Macias	Present	Present	No Meeting	Present	Present	Present						
Alberto Robledo	Present	Present	No Meeting	Present	Present	Present						
Dino Chavez	Present	Present	No Meeting	Present	Present	Present						

RESOLUTION NUMBER 2026–083C

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE PASEO DE LA RESACA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT BOARD.

WHEREAS, the Paseo De La Resaca Landscaping and Lighting Maintenance District was created in conformance with Chapter 372 of the Texas Local Government Code, and was adopted by Resolution on September 24, 1996, as amended by Resolution on November 17, 1998, Resolution Number 2001-087 on December 11, 2001, and amended again by Resolution Number 2025–035 on March 18, 2025; and

WHEREAS, the Paseo De La Resaca Landscaping and Lighting Maintenance District Board shall be to improve landscaping, lighting, and establish or improve parks and/or park life facilities; and

WHEREAS, the Paseo De La Resaca Landscaping and Lightning Maintenance District Board are composed of seven (7) members which shall be appointed by the City Commission, with each City Commission member responsible for nominating a member to the Board position corresponding to their place, with at least three (3) members owning commercial or residential property within the district being appointed by the Mayor, At-Large A, and At-Large B. Each Board member shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, that the following individual(s) are appointed to serve on the Paseo De La Resaca Landscaping and Lighting Maintenance District Board and shall serve without compensation.

NAME	APPOINTED BY	TERM ENDING
	District 3	06/30/2028

PASSED and **APPROVED** on this 7th day of July 2026.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Mayra Rios
City Secretary

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Alma Rodriguez, Library Services Liaison
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-084** to appoint or reappoint members to the Brownsville Public Library System Advisory Board. (Library)

Summary:
Consideration and **ACTION** on **Resolution Number 2026-084** to appoint one member to the Brownsville Public Library System Advisory Board. (Library)

Project Scope and Analysis:
Appoint one member to the Brownsville Public Library System Advisory Board

Funding:

Source: Not Applicable

Amount: Not Applicable

Local Contribution if Applicable: Not Applicable

Recommendation:
A vacancy currently exists due to the resignation of former board member Yvonne Sosa. Staff recommends filling the unexpired term, which has approximately one and a half years remaining. This appointment falls within Commissioner Linda Macias' appointment authority.

Board and commission appointments are made solely at the discretion of the City Commission.

Commission Pillar:
Governance

Attachments:
1. LIBRARY Attendance_07.07.2026
2. LIBRARY Board Template _07.07.2026

3. Resolution 2026-084 BPLS Advisory Board - July 2026

Public Library Advisory Board

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:	
Hania Hussain	2 yrs.	11/4/2025	12/31/2027	Mayor	
Mandy L Martinez	3 yrs.	11/18/2025	12/31/2028	At Large "A"	
Rosa E Maldonado	2 yrs.	7/15/2025	12/31/2027	At Large "B"	
Jose Uvalles	3 yrs.	11/18/2025	12/31/2028	District 1	
			12/31/2027	District 2	
George E. Olivo (2nd term)	2 yrs.	11/12/2024	12/31/2026	District 3	Chairperson
Nora I Garza (2nd term)	3 yrs.	11/18/2025	12/31/2028	District 4	Vice Chairperson

Board Liaison: Alma M. Rodriguez
Back Up: Brenda Trevino

Attendance Record for 12 Month Period

Member Name	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25
Martin Leal						Present	Present	Present	Present	Present	Present	Present
Nora I Garza						Present	Present	Present	Present	Present	Ex. Absence	Present
Alisha Hernandez						Ex. Absence	Present	Ex. Absence	Present	Ex. Absence	Present	Ex. Absence
Rosa E Maldonado								Present	Present	Present	Ex. Absence	Ex. Absence
George E. Olivo						Present	Absent	Present	Present	Present	Present	Present
Christopher D. Pineda						Ex. Absence	Present					
Audria L. West						Ex. Absence	Present	Present	Ex. Absence	Present	Ex. Absence	Present

Attendance Record for 12 Month Period

Member Name	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Hania Hussain	Present	Present	Present	Present	Absent	Ex. Absence						
Mandy L Martinez	Present	Present	Present	Present	Present	Present						
Rosa E Maldonado	Present	Ex. Absence	Present	Present	Present	Ex. Absence						
Jose Uvalles	Present	Present	Present	Present	Present	Ex. Absence						
Yvonne Sosa	Ex. Absence	Absent	Absent	Absent								
George E. Olivo	Present	Present	Present	Ex. Absence	Present	Ex. Absence						
Nora I Garza	Present	Present	Ex. Absence	Present	Ex. Absence	Ex. Absence						

Training

Member Name	Open Meetings Act	Public Information Act
Hania Hussain	Completed	Completed
Mandy L Martinez	Completed	Completed
Rosa E Maldonado	Completed	Completed
Jose Uvalles	Completed	Completed
George E. Olivo	Completed	Completed
Nora Garza	Completed	Completed

Resolution Number: **2026-084** Borad Liaison: **Alma M. Rodriguez**	Name of the Board or Commission: Brownsville Public Library System Advisory Board	City Commission Meeting Date: July 7, 2026
Composition: **Seven (7) members**	Special Requirements:	
Highlighted in Yellow: Are interested in seeking reappointment	**Vacancies: 1**	

Members	Residing District	Term	Appointed on	Expires	Eligible for Re-Appt (Y/N)	Appointed by	Serving on Other City Boards
Hania Hussain	**4**	1st	11/04/2025	12/31/2027	**Y**	Mayor	N/A
Mandy L. Martinez	**2**	1st	11/18/2025	12/31/2028	**Y**	At-Large "A"	N/A
Rosa E. Maldonado	**1**	1st	7/15/2025	12/31/2027	**Y**	At-Large "B"	N/A
Jose M. Colon-Uvalles II	**4**	1st	11/18/2025	12/31/2028	**Y**	District 1	N/A
VACANCY				12/31/2027		District 2	N/A
George E. Olivo	**3**	2nd	11/12/2024	12/31/2026	**N**	District 3	N/A
Nora I. Garza	**2**	2nd	11/18/2025	12/31/2028	**N**	District 4	N/A

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Yadira Zapata	1	1/14/2026	N/A	Animal Shelter, Beautification, Public Library System, Parks & Recreation, Youth Advisory, Convention & Visitors Bureau, BCIC, Historic Preservation, Main St., Special Needs
Martin Leal	2	10/15/2025	N/A	
Rosalinda Williams	2	06/27/2026	N/A	
Alexandria Gomez-Maxey	3	11.12.2025	N/A	Beautification, Public Library System, Main Street, Convention & Visitors Bureau, Community Improvement Corporation, Historic Preservation, Parks & Recreation
Alyssa Gutierrez	3	12/23/2025	N/A	Public Library System, One City, and Youth Advisory
Analize M. Velazquez	3	11/10/2025	N/A	Beautification, Public Library System, Main St., Special Needs, Architectural Review, Historic Preservation, Transit, Youth Advisory
Augustine J. Anduiza	3	07/13/2025	N/A	
Luciana M. Mendoza	3	5/13/2026	N/A	Public Library System and Parks & Recreation
Ruben A. Martinez	3	07/11/2025	N/A	

Anthony A. Antinori	4	12/23/2025	N/A	Public Library System, Special Needs, Cultural Art
Christopher Galicia	4	11/24/2025	N/A	Public Library System
Gloria Magana	4	11/10/2025	N/A	
Graciela Alonso	4	06/16/2025	N/A	
Liliana Benavidez	4	02/04/2026	N/A	Animal Shelter, Beautification, Border Film, Public Library System, Parks & Recreation, Convention & Visitors Bureau
Mayra Cruz	4	09/21/2025	BPAC	
Ruby G. Vasquez	4	3/10/2026	N/A	Airport, Beautification, Public Library System, GBIC, Paseo de La Resaca, TIRZ, Bicycle & Pedestrian, BCVB, BCIC, Historic Preservation, Main St.
Melissa Marcelloni	Outside City Limits	09/25/2025	N/A	

RESOLUTION NUMBER 2026-084

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE PUBLIC LIBRARY SYSTEM ADVISORY BOARD.

WHEREAS, the Brownsville City Charter establishes the Brownsville Public Library System Advisory Board, City of Brownsville Code of Ordinances Chapter 62 Section 62-26; and

WHEREAS, the Brownsville Public Library System Advisory Board is designated to serve as the Brownsville Public Library System advising board.

WHEREAS, each Board member shall be appointed by the City Commission and shall serve a two (2) year term eligible for re-appointment, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Brownsville Public Library Advisory Board.

NAME	APPOINTED BY	TERM ENDING
	District 2	**12/31/2027**

PASSED and **APPROVED** on this 7th day of July, 2026.

City of Brownsville

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John Cowen Jr.
Mayor

ATTEST:

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Mayra A. Rios
City Secretary

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Mayra Rios, City Secretary
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-100** to appoint or reappoint members to the Transit Advisory Committee (TAC). (Brownsville Metro Department)

Summary:
This item seeks City Commission consideration and action to fill membership seats on the Transit Advisory Committee (TAC), including addressing a current vacancy in District 2 resulting from a recently submitted resignation. The TAC provides guidance to Brownsville Metro on transit operations, planning, public engagement, and policy recommendations.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Board and commission appointments are solely at City Commission's discretion.

Commission Pillar:
Governance

Attachments:
1. TAC Board Template_07.07.2026
2. TAC Resolution 2026-100
3. TAC Attendance_07.07.2026

Resolution Number: 2026-100	Name of the Board or Commission: TRANSIT ADVISORY COMMITTEE (TAC)	City Commission Meeting Date: July 7, 2026
Composition: 7 members	Special Requirements:	
Highlighted in Yellow: Are interested in seeking reappointment	Vacancies: 1	

Members	Residing District	Term	Appointed on	Expires	Appointed by	Serving on Other City Boards
Cecilia A Gomez	**3**	1st	11/4/2025	12/31/2027	Mayor	
Graham Sevier	**3**	2nd	11/4/2025	12/31/2027	At-Large "A"	
Christina Villarreal	**1**	2nd	11/18/2025	12/31/2026	At-Large "B"	
Sandra G Mitchell		1st	11/18/2025	12/31/2027	District 1	
VACANCY		1st		12/31/2027	District 2	
Sergio Zarate	**2**	1st	11/4/2025	12/31/2026	District 3	
Gilbert Rodriguez	**4**	1st	11/18/2025	12/31/2026	District 4	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Oscar Olvera	1	12.28.2025	N/A	
Giovanni Hernandez	2	03.25.2026	N/A	
Juliana Diaz	2	11.10.2025	N/A	
Karla Cantu	2	09.24.2025	N/A	
Analize M. Velazquez	3	11.10.2025	N/A	
Augustine J. Anduiza	3	07.13.2025	N/A	
Jordan C. Tarango	4	12.09.2025	N/A	
Juan Moya	Outside City Limits	09.30.2025	N/A	
Melissa Marcelloni	Outside City Limits	09.25.2025	N/A	

RESOLUTION NUMBER 2026-100

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE TRANSIT ADVISORY COMMITTEE.

WHEREAS, The Transit Advisory Committee was created in 1991 and amended by the By Laws accepted January 10, 2003, and further amended by Resolution Number 2006-039 on June 06, 2006; and

WHEREAS, the Transit Advisory Committee shall monitor the performance of Brownsville Metro quality statistical reports, reviews requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed;

To provide advice and guidance to the Brownsville City Commission through staff on the development, implementation and operation of the Paratransit and Fixed Route Services consistent with all State and Federal Rules and Regulations, and to further:

1. Monitor the performance of Brownsville Metro quality statistical reports.
2. Monitor users through a statistical report of service productions for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
3. Review requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.
4. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
5. Provide support to staff on enforcing policies, procedures and practices; and

WHEREAS, the Transit Advisory Committee is composed of seven (7) members.

WHEREAS, the Transit Advisory Committee has (7) members that need to be appointed or reappointed..

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT THE FOLLOWING INDIVIDUALS ARE APPOINTED OR RE-APPOINTED TO SERVE AN EXPIRED OR UN-EXPIRED TERM ON THE TRANSIT ADVISORY COMMITTEE.

NAME	**APPOINTTED BY**	**TERM ENDING**
	District 2	12/31/2027

PASSED and **APPROVED** on this 7th day of July 2026.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Mayra A. Rios
City Secretary

TRANSIT ADVISORY COMMITTEE (TAC)

Member Name	Term	Appointed date:	Term expires:	Appointed by:
Cecilia A Gomez	1st	11/4/2025	12/31/2027	Mayor
Graham Sevier	2nd	11/4/2025	12/31/2027	At Large "A"
Christina Villarreal	2nd	11/18/2025	12/31/2026	At Large "B"
Sandra G Mitchell	1st	11/18/2025	12/31/2027	District 1
VACANCY	1st		12/31/2027	District 2
Sergio Zarate	1st	11/4/2025	12/31/2026	District 3
Gilbert Rodriguez	1st	11/18/2025	12/31/2026	District 4

Board Liaison:

Attendance Record for 12 Month Period - 2025

Member Name	1/15/2025	2/19/2025	3/19/2025	4/16/2025	5/21/2025	6/18/2025	7/16/2025	8/20/2025	9/17/2025	10/15/2025	11/19/2025	12/17/2025
Sandra Gomez	PRESENT	PRESENT	CANCELLED	PRESENT	ABSENT	CANCELLED	ABSENT	PRESENT	CANCELLED	PRESENT		
Graham Sevier	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	ABSENT		
Juliana Diaz	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	ABSENT		
Raul Rodriguez												
Jose Saldivar Martinez	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	VACANT	VACANT	CANCELLED	ABSENT		
Martha Galvan	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	PRESENT		
Christina Villarreal	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	PRESENT	PRESENT	CANCELLED	PRESENT		

Attendance Record for 12 Month Period - 2026

Member Name	1/21/2026	2/18/2026	3/18/2026	4/15/2026	5/20/2026	6/17/2026	7/15/2026	8/19/2026	9/16/2026	######	11/18/2026	12/16/2026
Cecilia Gomez	PRESENT											
Graham Sevier	ABSENT											
Christina Villarreal	PRESENT											
Sandra Gomez Mitchell	PRESENT											
Eric Kennedy	PRESENT											
Sergio Zarate	PRESENT											
Gilberto Rodriguez	PRESENT											

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-101** for the removal and appointment of the members to the Building & Standards Commission. (Planning & Redevelopment Department)

Summary:

This agenda item requests City Commission action to **remove and appoint members** to the Building of Standards (BOA) because several current members have failed to file their required **Personal Financial Statement (PFS)** for Calendar Year 2025. Filing PFS forms is mandated under **Section 38-156** of the City's Ethics Code. Non-compliance prevents members from taking their oath of office and legally serving on the board.

Project Scope and Analysis:

Current **Regular** BOA Members

- Dillon Vanderford (R) – Appointed by Mayor John Cowen
- Hector Guerra (R) – Appointed by Comm. Tino Villareal
- Larry Hollmann (R) – Appointed by Comm. Nurith Galonsky
- Gilbert Hernandez (R) – Appointed by Comm. Bryan Martinez
- Jose Trevino (R) – Appointed by Comm. Linda Macias
- Emanhuhel Hernandez (R) – Appointed by Comm. Gustavo De Leon
- Alejandro Garcia Moreno (R) – Appointed by Comm. Pedro Cardenas

Current **Alternate** BOA Members

- Ruben Martinez (A) – Appointed by Comm. Tino Villareal
- Jesus Flores (A) – Appointed by Comm. Nurith Galonsky
- Jeff Ray (A) – Appointed by Mayor John Cowen
- Gilbert Rodriguez (A) – Appointed by Comm. Linda Macias

At the City Commission Meeting on June 16, 2026, (1) one Regular Member and (3) three Alternate Members were removed from the Board of Adjustment and the Building & Standards Commission due to the pending submittal of their personal financial statements. Additionally, Board Member Gilbert Flores expressed interest in resigning from the Board of Adjustment

and the Building & Standards Commission, as he is already serving on two other boards. This results in a total of (4) four positions being vacant.

The members that were removed are as follows:

- Alejandro Garcia Moreno (R) – Appointed by Comm. Pedro Cardenas
- Ruben Martinez (A) – Appointed by Comm. Tino Villareal
- Jesus Flores (A) – Appointed by Comm. Nurith Galonsky
- Gilbert Rodriguez (A) – Appointed by Comm. Linda Macias

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

The Planning & Redevelopment Department is requesting that City Commission appoint (1) one Regular Member and (3) three Alternate Members to the Building & Standards Commission and Board of Adjustment.

Commission Pillar:

Planning & Zoning, Governance

Attachments:

1. BOA & BSC ATTENDANCE 07.07.2026
2. BSC Resolution-Board 2026-0101 Appointment 07.07.2026
3. BOA & BSC Board Template_07.07.2026

BUILDING & STANDARD COMMISSION

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Dillon E. Vanderford	2nd 2 yr. term	7/15/2025	12/31/2027	Mayor
Hector Guerra	2nd 2 yr. term	7/15/2025	12/31/2027	At Large "A"
Larry Hollmann	1st 2 yr. term	7/15/2025	12/31/2026	At Large "B"
Gilbert Hernandez	1st 2 yr. term	8/19/2025	12/31/2027	District 1
Jose Trevino	2nd 2 yr. term	7/15/2025	12/31/2027	District 2
Emmanuel Hernandez	1st 2 yr. term	7/15/2025	12/31/2026	District 3
Alejandro G. Moreno	2nd 2 yr. term	8/19/2025	12/31/2026	District 4
	ALTERNATES			
Ruben Martinez	1st 2 yr. term	8/5/2025	12/31/2027	At Large "A"
Jesus Flores	1st 2 yr. term	8/5/2025	12/31/2027	At Large "B"
Jeff Ray	1st 2 yr. term	10/21/2025	12/31/2027	Mayor
Gilbert Rodriguez	1st 2 yr. term	1/6/2026	12/31/2027	District 2

Board Liaison:
Omar Ochoa

Consists of seven (11) members: 7 Regular members and 4 Alternates

Attendance Record for 12 Month Period

Member Name	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Dillon E. Vanderford	PRESENT	PRESENT	PRESENT	EXCUSED	PRESENT	PRESENT	ABSENT	NO MEETING	NO MEETING	EXCUSED	NO MEETING	
Hector Guerra	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Larry Hollmann	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Gilbert Hernandez	-	-	ABSENT	ABSENT	ABSENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Jose Trevino	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Emannuel Hernandez	PRESENT	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Alejandro G. Moreno	ABSENT	PRESENT	ABSENT	PRESENT	PRESENT	ABSENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Ruben Martinez	-	-	PRESENT	ABSENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	ABSENT	NO MEETING	
Jesus Flores	-	-	-	ABSENT	ABSENT	ABSENT	ABSENT	NO MEETING	NO MEETING	ABSENT	NO MEETING	
Jeff Ray	-	-	-	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	ABSENT	NO MEETING	
Gilbert Rodriguez	-	-	-	-	-	-	-	NO MEETING	NO MEETING	ABSENT	NO MEETING	

BOARD OF ADJUSTMENT

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Dillon Vanderford	5th	8/5/2025	12/31/2027	Mayor
Hector Guerra	2nd	7/15/2025	12/31/2027	At Large "A"
Larry Hollman	1st	7/15/2025	12/31/2026	At Large "B"
Gilbert Hernandez	1st	8/19/2025	12/31/2027	District 1
Jose Trevino	1st	7/15/2025	12/31/2027	District 2
Emannuel Hernandez	1st	7/15/2025	12/31/2026	District 3
Alejandro Garcia-Moreno	1st	8/19/2025	12/31/2026	District 4
	ALTERNATES			
Ruben Martinez	1st	8/5/2025	12/31/2027	At Large "A"
Jesus Flores	1st	8/5/2025	12/31/2027	At Large "B"
Jeff Ray	1st	10/21/2025	12/31/2027	Mayor
			12/31/2027	District 2

Board Liaison:
Brigette A Graybill
Martin Vega

Appointements took place in July 11 and August 1st-pending to be updated from department

Attendance Record for 12 Month Period

Member Name	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
Jesus "Rudy" Flores	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Dr. Jose Hinojosa Jr.	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Howard Slackman	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Dillon Vanderford	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
John Blackburn	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Iris Diaz	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Michelle Garcia	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Marcos Cardoza (Alternate)	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Hoby Follis (Alternate)	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Catherine Fletcher (Alternate)	No Mtg	No Mtg	No Mtg	X	X	No Mtg						

RESOLUTION NUMBER 2026-0101

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BUILDING AND STANDARDS COMMISSION

WHEREAS, the Building and Standards Commission is regulated under City of Brownsville Code of Ordinances Number 2008-1485; and

WHEREAS, Building and Standards Commission is a quasi-judicial commission that hears and determines cases concerning alleged violation of Chapter 18.- Buildings and Building Regulations of the City of Brownsville Code of Ordinances; and

WHEREAS, the City Commission shall appoint each Board member, two (2) year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms on the Building and Standards Commission.

1.1 Staggered Appointments: The following members shall be appointed to the Building Standards Commission for such terms that allow the board members to remain staggered. Places appointed by the Mayor, and Commissioners At-Large A, District 1, and District 2 shall serve an initial term of two (2) years. Places appointed by Commissioners At-Large B, District 3, and District 4 shall serve an initial term of one (1) year, followed by a subsequent appointment for a term of two (2) years to start immediately thereafter.

NAME	APPOINTTED BY	TERM ENDING
		12/31/2027
		12/31/2027
		12/31/2027

PASSED and **APPROVED** on this 7th day of July 2026.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Mayra Rios, TRMC
City Secretary

Resolution Number: 2026-0101 & 2026-0102	Name of the Board or Commission: Building & Standards / Board of Adjustment	City Commission Meeting Date: July 7, 2026
Composition: 7 Members & 4 Alternates	Special Requirements: 2 year term	
Highlighted in Yellow: Are interested in seeking reappointment	Vacancies: 3 Alternates	

Members	Residing District	Term	Appointed on	Expires	Appointed by	Serving on Other City Boards
Dillon E. Vanderford		2nd	7/15/2025	12/31/2027	Mayor	
Hector Guerra		2nd	7/15/2025	12/31/2027	At-Large "A"	
Larry Hollmann		1st	7/15/2025	12/31/2026	At-Large "B"	
Gilbert Hernandez		1st	8/19/2025	12/31/2027	District 1	
Jose Trevino		2nd	7/15/2025	12/31/2027	District 2	
Emmanuel Hernandez		1st	7/15/2025	12/31/2026	District 3	
Alejandro G. Moreno		2nd	8/19/2025	12/31/2026	District 4	
ALTERNATES	**Residing District**	**Term**	**Appointed on**	**Expires**	**Appointed by**	**Serving on Other City Boards**
VACANCY		1st	8/5/2025	12/31/2027	At Large "A"	(Removed 06/16/2026 - No PFS)
VACANCY		1st	8/5/2025	12/31/2027	At Large "B"	(Removed 06/16/2026 - No PFS)
Jeff Ray		1st	10/21/2025	12/31/2027	Mayor	
VACANCY		1st	1/6/2026	12/31/2027	District 2	(Removed 06/16/2026 - No PFS)

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Maribel Chapa	1	11.26.2025	N/A	BBC, BCAC, Special Needs Advisory Board, BSC, HPC, Youth Advisory
Oscar Olvera	1	12.28.2025	N/A	BBC, P&RAC, P&Z, TAC, ARC, BSC, BHA, CIAC, HPC, MSAB
Victor Ochoa	1	11.28.2025	N/A	BBC, GBIC, BSC, BCVB
Yadira Zapata	1	01.14.2026	N/A	ASAC, BBC, BOA, BPLSAB, BPUB, P&RAC, Youth Advisory, ARC, BCVB, BCIC, BHA, HPC
Jesus Hernandez	2	10.23.2025	N/A	Audit & Oversight Committee, BSC, Board of Adjustment, CIAC, Ethics Advisory
Karla Cantu	2	09.24.2025	N/A	Airport Advisory Board, Audit & Oversight Committee, Beautification Committee, BOA, BSC
Manuel Arredondo	2	12.25.2025	N/A	Airport Board, BBC, BBFAC, BPUB, GBIC, P&RAC, P&Z, ETF, Audit & Oversight Committee
Augustine J. Anduiza	3	07.13.2025	N/A	Airport Advisory Board, Planning & Zoning Commission, Public Utilities Board
Beatriz A. Maldonado	3	01.15.2026	N/A	BOA, BPUB, CADBD, Ethics Advisory Commission, P&Z, BHA, CSC, HPC, Special Needs Advisory Board

Eduardo Garrido	3	09.04.2025	N/A	BSC, Historic Preservation & Design Review Board, Planning & Zoning Comm.
George E. Monterrubio	3	09.29.2025	N/A	Audit & Oversight Committee, BOA, Planning & Zoning, BPUB
Hector E. Siller	3	01.06.2026	N/A	P&Z, GBIC, EAC, BOA, BSC, CIAC, Main Street Advisory Board
Jesus Gracia	3	11.22.2025	N/A	Airport Board, BBC, BOA, BPUB, GBIC, Main Street Advisory Board, BSC
Karen Garza	3	09.29.2025	N/A	Airport Advisory Board, Audit & Oversight Committee, BSC, BCIC, GBIC, BPUB
Gloria Magana	4	07.14.2025	N/A	LGBTQ+ Task Force
Angela Han	4	09.29.2025	N/A	Airport Advisory Board, Animal Shelter, BBC, BSC, BCIC, GBIC, HPC
Claudia Y. Lozano	4	07.08.2025	N/A	Building & Standards Commission
Stephanie Kferman	4	12.23.2025	N/A	Airport Board, ASAC, BBC, BPUB, GBIC, P&Z, ETF, ARC, BSC, BCVB, BCIC, BHA
Melissa Marcelloni	Outside City Limits	09.25.2025	N/A	Airport Advisory Board, Audit & Oversight Committee, BBC, BOA, BSC, CIAC, BCIC, GBIC

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Mayra Rios, City Secretary
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-102** for the removal and appointment of the members to the Board of Adjustment. (Planning & Redevelopment Department)

Summary:
This agenda item requests City Commission action to **remove and appoint members** to the **Board of Adjustment** (BOA) because several current members have failed to file their required **Personal Financial Statement (PFS)** for Calendar Year 2025. Filing PFS forms is mandated under **Section 38-156** of the City's Ethics Code. Non-compliance prevents members from taking their oath of office and legally serving on the board.

Project Scope and Analysis:

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Board and commission appointments are solely at City Commission's discretion.

Commission Pillar:
Governance

Attachments:
1. BOA & BSC ATTENDANCE 07.07.2026
2. BOA RESOLUTION NUMBER 2026-0102 BOA 07.07.2026

3. BOA & BSC Board Template_07.07.2026

BUILDING & STANDARD COMMISSION

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Dillon E. Vanderford	2nd 2 yr. term	7/15/2025	12/31/2027	Mayor
Hector Guerra	2nd 2 yr. term	7/15/2025	12/31/2027	At Large "A"
Larry Hollmann	1st 2 yr. term	7/15/2025	12/31/2026	At Large "B"
Gilbert Hernandez	1st 2 yr. term	8/19/2025	12/31/2027	District 1
Jose Trevino	2nd 2 yr. term	7/15/2025	12/31/2027	District 2
Emmanuel Hernandez	1st 2 yr. term	7/15/2025	12/31/2026	District 3
Alejandro G. Moreno	2nd 2 yr. term	8/19/2025	12/31/2026	District 4
	ALTERNATES			
Ruben Martinez	1st 2 yr. term	8/5/2025	12/31/2027	At Large "A"
Jesus Flores	1st 2 yr. term	8/5/2025	12/31/2027	At Large "B"
Jeff Ray	1st 2 yr. term	10/21/2025	12/31/2027	Mayor
Gilbert Rodriguez	1st 2 yr. term	1/6/2026	12/31/2027	District 2

Board Liaison:
Omar Ochoa

Consists of seven (11) members: 7 Regular members and 4 Alternates

Attendance Record for 12 Month Period

Member Name	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Dillon E. Vanderford	PRESENT	PRESENT	PRESENT	EXCUSED	PRESENT	PRESENT	ABSENT	NO MEETING	NO MEETING	EXCUSED	NO MEETING	
Hector Guerra	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Larry Hollmann	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Gilbert Hernandez	-	-	ABSENT	ABSENT	ABSENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Jose Trevino	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Emannuel Hernandez	PRESENT	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Alejandro G. Moreno	ABSENT	PRESENT	ABSENT	PRESENT	PRESENT	ABSENT	PRESENT	NO MEETING	NO MEETING	PRESENT	NO MEETING	
Ruben Martinez	-	-	PRESENT	ABSENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	ABSENT	NO MEETING	
Jesus Flores	-	-	-	ABSENT	ABSENT	ABSENT	ABSENT	NO MEETING	NO MEETING	ABSENT	NO MEETING	
Jeff Ray	-	-	-	PRESENT	PRESENT	PRESENT	PRESENT	NO MEETING	NO MEETING	ABSENT	NO MEETING	
Gilbert Rodriguez	-	-	-	-	-	-	-	NO MEETING	NO MEETING	ABSENT	NO MEETING	

BOARD OF ADJUSTMENT

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Dillon Vanderford	5th	8/5/2025	12/31/2027	Mayor
Hector Guerra	2nd	7/15/2025	12/31/2027	At Large "A"
Larry Hollman	1st	7/15/2025	12/31/2026	At Large "B"
Gilbert Hernandez	1st	8/19/2025	12/31/2027	District 1
Jose Trevino	1st	7/15/2025	12/31/2027	District 2
Emannuel Hernandez	1st	7/15/2025	12/31/2026	District 3
Alejandro Garcia-Moreno	1st	8/19/2025	12/31/2026	District 4
	ALTERNATES			
Ruben Martinez	1st	8/5/2025	12/31/2027	At Large "A"
Jesus Flores	1st	8/5/2025	12/31/2027	At Large "B"
Jeff Ray	1st	10/21/2025	12/31/2027	Mayor
			12/31/2027	District 2

Board Liaison:
Brigette A Graybill
Martin Vega

Appointements took place in July 11 and August 1st-pending to be updated from department

Attendance Record for 12 Month Period

Member Name	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
Jesus "Rudy" Flores	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Dr. Jose Hinojosa Jr.	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Howard Slackman	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Dillon Vanderford	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
John Blackburn	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Iris Diaz	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Michelle Garcia	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Marcos Cardoza (Alternate)	No Mtg	No Mtg	No Mtg	X	X	No Mtg						
Hoby Follis (Alternate)	No Mtg	No Mtg	No Mtg	A	A	No Mtg						
Catherine Fletcher (Alternate)	No Mtg	No Mtg	No Mtg	X	X	No Mtg						

RESOLUTION NUMBER 2026-102

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE BOARD OF ADJUSTMENT

WHEREAS, the Board of Adjustment is a quasi-judicial board that hears and decides on variance requests, special exceptions, and appeals to City of Brownsville Unified Development Code (UDC); and

WHEREAS, the Unified Development Code (UDC) requires a board comprised of seven (7) regular members and four (4) alternate members; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms on the Board of Adjustment.

1.1 Staggered Appointments: The following members shall be appointed to the Board of Adjustment for such terms that allow the board members to remain staggered. Places appointed by the Mayor, and Commissioners At-Large A, District 1, and District 2 shall serve an initial term of two (2) years. Places appointed by Commissioners At-Large B, District 3, and District 4 shall serve an initial term of one (1) year, followed by a subsequent appointment for a term of two (2) years to start immediately thereafter.

NAME	APPOINTTED BY	TERM ENDING
		12/31/2027
		12/31/2027
		12/31/2027

PASSED and **APPROVED** on this 7th day of July 2026

City of Brownsville

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John Cowen Jr.
Mayor

ATTEST:

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Mayra Rios, TRMC
City Secretary

Resolution Number: 2026-0101 & 2026-0102	Name of the Board or Commission: Building & Standards / Board of Adjustment	City Commission Meeting Date: July 7, 2026
Composition: 7 Members & 4 Alternates	Special Requirements: 2 year term	
Highlighted in Yellow: Are interested in seeking reappointment	Vacancies: 3 Alternates	

Members	Residing District	Term	Appointed on	Expires	Appointed by	Serving on Other City Boards
Dillon E. Vanderford		2nd	7/15/2025	12/31/2027	Mayor	
Hector Guerra		2nd	7/15/2025	12/31/2027	At-Large "A"	
Larry Hollmann		1st	7/15/2025	12/31/2026	At-Large "B"	
Gilbert Hernandez		1st	8/19/2025	12/31/2027	District 1	
Jose Trevino		2nd	7/15/2025	12/31/2027	District 2	
Emmanuel Hernandez		1st	7/15/2025	12/31/2026	District 3	
Alejandro G. Moreno		2nd	8/19/2025	12/31/2026	District 4	
ALTERNATES	**Residing District**	**Term**	**Appointed on**	**Expires**	**Appointed by**	**Serving on Other City Boards**
VACANCY		1st	8/5/2025	12/31/2027	At Large "A"	(Removed 06/16/2026 - No PFS)
VACANCY		1st	8/5/2025	12/31/2027	At Large "B"	(Removed 06/16/2026 - No PFS)
Jeff Ray		1st	10/21/2025	12/31/2027	Mayor	
VACANCY		1st	1/6/2026	12/31/2027	District 2	(Removed 06/16/2026 - No PFS)

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Maribel Chapa	1	11.26.2025	N/A	BBC, BCAC, Special Needs Advisory Board, BSC, HPC, Youth Advisory
Oscar Olvera	1	12.28.2025	N/A	BBC, P&RAC, P&Z, TAC, ARC, BSC, BHA, CIAC, HPC, MSAB
Victor Ochoa	1	11.28.2025	N/A	BBC, GBIC, BSC, BCVB
Yadira Zapata	1	01.14.2026	N/A	ASAC, BBC, BOA, BPLSAB, BPUB, P&RAC, Youth Advisory, ARC, BCVB, BCIC, BHA, HPC
Jesus Hernandez	2	10.23.2025	N/A	Audit & Oversight Committee, BSC, Board of Adjustment, CIAC, Ethics Advisory
Karla Cantu	2	09.24.2025	N/A	Airport Advisory Board, Audit & Oversight Committee, Beautification Committee, BOA, BSC
Manuel Arredondo	2	12.25.2025	N/A	Airport Board, BBC, BBFAC, BPUB, GBIC, P&RAC, P&Z, ETF, Audit & Oversight Committee
Augustine J. Anduiza	3	07.13.2025	N/A	Airport Advisory Board, Planning & Zoning Commission, Public Utilities Board
Beatriz A. Maldonado	3	01.15.2026	N/A	BOA, BPUB, CADBD, Ethics Advisory Commission, P&Z, BHA, CSC, HPC, Special Needs Advisory Board

Eduardo Garrido	3	09.04.2025	N/A	BSC, Historic Preservation & Design Review Board, Planning & Zoning Comm.
George E. Monterrubio	3	09.29.2025	N/A	Audit & Oversight Committee, BOA, Planning & Zoning, BPUB
Hector E. Siller	3	01.06.2026	N/A	P&Z, GBIC, EAC, BOA, BSC, CIAC, Main Street Advisory Board
Jesus Gracia	3	11.22.2025	N/A	Airport Board, BBC, BOA, BPUB, GBIC, Main Street Advisory Board, BSC
Karen Garza	3	09.29.2025	N/A	Airport Advisory Board, Audit & Oversight Committee, BSC, BCIC, GBIC, BPUB
Gloria Magana	4	07.14.2025	N/A	LGBTQ+ Task Force
Angela Han	4	09.29.2025	N/A	Airport Advisory Board, Animal Shelter, BBC, BSC, BCIC, GBIC, HPC
Claudia Y. Lozano	4	07.08.2025	N/A	Building & Standards Commission
Stephanie Kferman	4	12.23.2025	N/A	Airport Board, ASAC, BBC, BPUB, GBIC, P&Z, ETF, ARC, BSC, BCVB, BCIC, BHA
Melissa Marcelloni	Outside City Limits	09.25.2025	N/A	Airport Advisory Board, Audit & Oversight Committee, BBC, BOA, BSC, CIAC, BCIC, GBIC

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, July 7, 2026
Agenda #:	Consideration and **ACTION**, if any, related to **Resolution Number 2026-104** on Project Egypt. (Office of the City Attorney/ City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

None